

Exhibit 1

Environmental Response Trust Agreements

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Cimarron)

BY AND AMONG

**TRONOX, INC.,
TRONOX LLC,
TRONOX FINANCE CORP.,
TRONOX HOLDINGS, INC.,
TRONOX LUXEMBOURG S.AR.L,
TRONOX PIGMENTS (SAVANNAH), INC.,
TRONOX WORLDWIDE, LLC,
SOUTHWESTERN REFINING COMPANY, INC.,
TRANSWORLD DRILLING COMPANY,
TRIANGLE REFINERIES, INC.,
TRIPLE S, INC.,
TRIPLE S ENVIRONMENTAL MANAGEMENT CORP.,
TRIPLE S MINERALS RESOURCES CORP.,
TRIPLE S REFINING CORP.,
and
CIMARRON CORP.
As Settlers,**

**Environmental Properties Management, LLC
not individually but solely in its representative capacity
as Cimarron Trustee,**

AND

**THE UNITED STATES OF AMERICA and
the STATE of OKLAHOMA
as Beneficiaries**

As of February 14, 2011

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Cimarron)

This Environmental Response Trust Agreement (the “Agreement”) is made this 14th day of February, 2011, by and among TRONOX, INC. (“Tronox”) and its wholly owned subsidiaries, TRONOX LLC, TRONOX FINANCE CORP., TRONOX HOLDINGS, INC., TRONOX LUXEMBOURG S.A.R.L, TRONOX PIGMENTS (SAVANNAH), INC., TRONOX WORLDWIDE, LLC, SOUTHWESTERN REFINING COMPANY, INC., TRANSWORLD DRILLING COMPANY, TRIANGLE REFINERIES, INC., TRIPLE S, INC., TRIPLE S ENVIRONMENTAL MANAGEMENT CORP., TRIPLE S MINERALS RESOURCES CORP., TRIPLE S REFINING CORP., and CIMARRON CORP., as debtors and debtors in possession in the Bankruptcy Cases (defined below) (collectively, “Settlors”) and Environmental Properties Management, LLC, not individually but solely in its representative capacity as Cimarron Trustee (defined herein) of the Cimarron Environmental Response Trust established hereby (the “Cimarron Trust”), and the Beneficiaries (defined herein).

RECITALS:

WHEREAS, on January 12, 2009, Settlors filed voluntary petitions for relief in the Bankruptcy Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”), which cases have been jointly administered under Case No. 09-10156 (the “Bankruptcy Cases”);

WHEREAS, the Settlors, the United States and the State of Oklahoma have entered into that certain Consent Decree and Environmental Settlement Agreement (the “Settlement Agreement”) lodged with the Court on November 23, 2010;

WHEREAS, the Settlement Agreement provides for the transfer of the Cimarron Site (defined below) to the Cimarron Trust (defined below) to be administered by the Cimarron Trustee (defined below) pursuant to this Agreement and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of four additional trusts, which include the Multistate Trust, the Nevada Trust, the Savannah Trust, and the West Chicago Trust, the transfer to those trusts of the Henderson Property, the Multistate Owned Sites, the Savannah Facility, and the West Chicago Owned Sites, respectively, and the administration of each of those trusts by the Multistate Trustee, the Nevada Trustee, the Savannah Trustee, and the West Chicago Trustee, respectively, pursuant to the Environmental Response Trust Agreement for each trust and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of a litigation trust (“Anadarko Litigation Trust”) pursuant to the Litigation Trust Agreement (defined below);

WHEREAS, in accordance with Article VII of the Settlement Agreement, the Cimarron Trust is established for the purposes of acting as successor to Debtors solely for the purpose of performing, managing, and funding implementation of all decommissioning and/or Site control and maintenance activities pursuant to the terms and conditions of the Cimarron License,

including the preparation and implementation of an NRC-approved decommissioning plan and groundwater remediation plan, and all Environmental Actions required under federal or state law, owning the Cimarron Site, carrying out administrative functions related to the performance of work by or on behalf of the Cimarron Site, paying certain regulatory fees and oversight costs, ultimately selling, transferring or otherwise disposing or facilitating the reuse of all or part of the Cimarron Trust Assets, and fulfilling other obligations as set forth in the Settlement Agreement;

WHEREAS, the Cimarron Trust is to be funded in the amount set forth in the Settlement Agreement;

WHEREAS, this Agreement and the Settlement Agreement govern the Cimarron Trust, which is created pursuant to section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “QSF Regulations”);

WHEREAS, presuming that the Cimarron Trust qualifies as a “qualified settlement fund” within the meaning of the QSF Regulations, to the extent permitted by law, the Settlers intend to elect to treat the Cimarron Trust as a grantor trust pursuant to the QSF Regulations; and

WHEREAS, the Cimarron Trust shall be the exclusive holder of the assets described herein for purposes of 31 U.S.C. § 3713(b);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

The following terms as used in this Agreement shall have the definitions given below:

1.1.1 “Agreement” has the meaning as given in the preamble.

1.1.2 “Anadarko Litigation Trust” shall have the meaning given in the recitals to this Agreement.

1.1.3 “Anadarko Litigation Proceeds” are eighty-eight percent (88%) of the net recovery in the Anadarko Litigation, which net recovery shall be determined by subtracting from the total gross recovery in the Anadarko Litigation (1) all outstanding and anticipated payments to lead counsel of the Anadarko Litigation Trust pursuant to a separate Special Fee Arrangement; (2) all outstanding and anticipated costs and fees of the Anadarko Litigation Trust and Trustee (including but not limited to attorney’s fees and Trustee fees), as set forth in the Anadarko Litigation Trust Agreement referred to in Paragraph 119 of the Settlement Agreement; and (3) the amount of the distribution referred to in Paragraph 122 of the Settlement Agreement as amended by the First Amendment to the Consent Decree and Environmental Settlement Agreement, and which

shall be allocated to the Governments and the Environmental Response Trusts pursuant to the Plan of Reorganization and the Settlement Agreement.

1.1.4 “Bankruptcy Cases” shall have the meaning given in the recitals to this Agreement.

1.1.5 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

1.1.6 “Beneficiary” means the United States (on behalf of the NRC and US EPA) or the State of Oklahoma (through the ODEQ).

1.1.7 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.

1.1.8 “Cimarron Administrative Costs” means the fees, costs, and expenses incurred in connection with the administration of the Cimarron Trust, including but not limited to real estate management, taxes, insurance, and maintenance costs, but excluding any expenses (including, without limitation, expenses of the trustees and its third-party professionals) incurred in overseeing, managing, and performing Environmental Actions.

1.1.9 “Cimarron License” means the Radioactive Materials License SNM-928 held by Cimarron Corporation.

1.1.10 “Cimarron Licensee” means the person or entity retained by the Cimarron Trustee and approved by NRC to hold the Cimarron License.

1.1.11 “Cimarron LOC” means the Irrevocable Standby Letter of Credit.

1.1.12 “Cimarron Site” means the site owned by Settlers located in Cimarron, Oklahoma.

1.1.13 “Cimarron Standby Trust Fund” means the standby trust fund for the benefit of NRC.

1.1.14 “Cimarron Trust” means the trust established pursuant to this Agreement.

1.1.15 “Cimarron Trust Account” shall have the meaning given in Section 2.1.5 hereof.

1.1.16 “Cimarron Trust Administrative Account” means the Cimarron Trust Account established to fund the payment of Cimarron Administrative Costs.

1.1.17 “Cimarron Trust Assets” means (a) those assets and properties, including the Cimarron Site and sources of funding to be transferred to the Cimarron

Trust pursuant to the Settlement Agreement and (b) such other assets acquired, earned, or held by the Cimarron Trust from time to time pursuant to the Cimarron Trust Agreement

1.1.18 “Cimarron Trust Environmental Cost Account” shall have the meaning given in Section 2.1.5.

1.1.19 “Cimarron Trust Parties” means, collectively, the Cimarron Trust, the Cimarron Trustee, and the Cimarron Trustee’s shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the Cimarron Trust or Cimarron Trustee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the Cimarron Trust (for the avoidance of doubt, other than the Cimarron Trustee and its officers, directors, and employees) shall not be Cimarron Trust Parties.

1.1.20 “Cimarron Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Cimarron Trust Assets.

1.1.21 “Cimarron Trustee” means the trustee of the Cimarron Trust.

1.1.22 “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matters.

1.1.23 “Decommissioning Activities” shall mean activities enabling the Cimarron Site to be safely removed from service, including site visits and inspections by NRC, to reduce residual radioactivity to a level that permits release of the Cimarron Site for unrestricted use and termination of the Cimarron License, or release of the Cimarron Site under restricted conditions and termination of the Cimarron License.

1.1.24 “Effective Date” means the Effective Date as defined in the Settlement Agreement.

1.1.25 “Environmental Actions” means any and all environmental activities authorized or required under Environmental Law that occur after the Effective Date and that are related to the Cimarron Site, including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. “Environmental Actions” also include the above environmental activities relating to the migration of hazardous substances emanating from the Cimarron Site. For the avoidance

of doubt, “Environmental Actions” shall not include natural resource assessment or restoration.

1.1.26 “Environmental Costs” means the costs and expenses of implementing Environmental Actions and the costs of payment of certain oversight costs of any Beneficiary with respect to the Cimarron Site.

1.1.27 “Environmental Information” means environmental reports, audits, analyses, records, studies and other documents containing information prepared by or otherwise in the possession of Settlers or their technical consultants that are based on or otherwise reflect information related to environmental activities.

1.1.28 “Environmental Law” means, whenever in effect, all federal, tribal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law; all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act (“AEA”), CERCLA, Clean Water Act (“CWA”), Clean Air Act (“CAA”), Emergency Planning and Community Right-to-Know Act (“EPCRA”), Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), Resource Conservation and Recovery Act (“RCRA”), Safe Drinking Water Act (“SDWA”), Toxic Substances Control Act (“TSCA”), and any tribal, state or local equivalents.

1.1.29 “Funding” shall have the meaning given in Section 2.1.2 hereof.

1.1.30 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.31 “Lead Agencies” shall be (i) the NRC for the Cimarron Trust Federal Environmental Cost Account with respect to the decommissioning and/or Cimarron Site control and maintenance activities pursuant to the terms and conditions of the Cimarron License, and (ii) the ODEQ for the Cimarron Trust State Environmental Cost Account with respect to Environmental Actions other than those related to decommissioning, the Cimarron License, or the NRC.

1.1.32 “Litigation Trust Agreement” means the agreement establishing the Anadarko Litigation Trust.

1.1.33 “Non-Lead Agency” shall be the EPA for matters as to which ODEQ is Lead Agency.

1.1.34 “NRC” means the Nuclear Regulatory Commission

1.1.35 “ODEQ” means the Oklahoma Department of Environmental Quality.

1.1.36 “Other Environmental Trusts” means the Multistate Trust, the Nevada Trust, the Savannah Trust, and the West Chicago Trust.

1.1.37 “Parties” means the Settlers, the Cimarron Trustee, and the Beneficiaries.

1.1.38 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.39 “Plan Administrator” means the administrator of any plan of reorganization confirmed by an order of the Bankruptcy Court in the Bankruptcy Cases.

1.1.40 “Plan of Reorganization” shall mean the Plan of Reorganization for the Settlers.

1.1.41 “Real Property Information” shall mean documents in Settlers’ possession related to title, easements and other real property information relating to the Cimarron Site.

1.1.42 “Reorganized Tronox” means Tronox Incorporated, Tronox Worldwide LLC, Tronox LLC, non-Settlor foreign subsidiaries of the Settlers and such other Settlers and/or one or more newly organized successors, or any successor thereto, by merger, consolidation or otherwise, on or after the effective date of the Plan of Reorganization.

1.1.43 “Settlement Agreement” shall have the meaning given in the recitals.

1.1.44 “Settlers” shall have the meaning given in the preamble.

1.1.45 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

1.1.46 “United States” means the United States of America on behalf of agencies and departments named in the Settlement Agreement.

1.1.47 “US EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

All Capitalized terms not defined above shall have the meanings provided in the Settlement Agreement.

ARTICLE II
THE CIMARRON TRUST

2.1 Creation of and Transfer of Assets to the Cimarron Trust

2.1.1 Pursuant to the Settlement Agreement, the Parties hereby establish, on behalf of the Beneficiaries named herein, and Tronox Worldwide LLC hereby transfers, assigns, and delivers, by quitclaim deed and other appropriate instruments, to, the Cimarron Trust, on behalf of the Beneficiaries, all of Settlers' right, title and interest in and to the Cimarron Trust Assets. Settlers shall retain no ownership or other residual interest whatsoever with respect to the Cimarron Trust, the Cimarron Site. The transfer of ownership by Tronox Worldwide LLC of the Cimarron Trust Assets shall be a transfer of all of the Settlers' right, title and interests therein, and the transfer shall be (i) "as is" and "where is", with no warranties of any nature; (ii) free and clear of all claims, liens, encumbrances and interests against the Settlers, including mechanics' liens and other liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) subject to any rights of the United States and the State of Oklahoma under the Settlement Agreement; and (iv) accomplished by quitclaim deed and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Debtors and the Cimarron Trustee, provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Settlers and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition as of the Effective Date. The grantee for each such deed and personal property bill of sale shall be the Cimarron Trust by and through Environmental Properties Management, LLC, not individually but solely in its representative capacity as Cimarron Trustee. Settlers and Reorganized Tronox, as applicable, will reasonably cooperate with the United States (including NRC), the State of Oklahoma (including ODEQ), and the Cimarron Trustee to deliver to the title company (which will record or cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Settlers shall pay the recording costs to the title company related to the title transfer. Settlers shall pay to the applicable tax authorities on or prior to the Effective Date all real property taxes relating to the Cimarron Site due on or before the Effective Date. Settlers and the Cimarron Trust shall prorate the real property taxes accruing to or becoming a lien on the Cimarron Site during the calendar year of the Effective Date, and Settlers shall have paid to the Cimarron Trust their pro-rata share of such real property taxes as of the Effective Date. If the actual bills for such real property taxes have not been issued, then such proration shall be based on an amount equal to such real property taxes for the prior year

or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the Cimarron Trust shall be responsible for paying all real property taxes first coming due following the Effective Date relating to the Cimarron Site. Settlers shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Settlers against the Cimarron Site. The Cimarron Trust hereby accepts and agrees to hold the Cimarron Trust Assets in the Cimarron Trust for the benefit of the Beneficiaries for the purposes described in Section 2.2 below, subject to the terms of the Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.1.2 Transfer of Funding and Consideration to the Cimarron Trustee

2.1.2.1 The Funding. On the Effective Date, the Settlers shall cause to be transferred to or at the direction of the Cimarron Trustee cash in the amount of \$8,638,384.00 (the “Funding”).

2.1.2.2 The Cimarron LOC. On the Effective Date, the Settlers shall cancel the Cimarron LOC and remit the funds from the Cimarron LOC to the Cimarron Standby Trust Fund already in existence, or to a new Cimarron Standby Trust Fund that may be established by the Cimarron Trustee in accordance with applicable NRC regulations (which, together with the Funding, constitutes the “Funding and Consideration”). If the Cimarron Trustee elects to establish a new Cimarron Standby Trust Fund, the Cimarron Trustee shall provide NRC with proposed language for the agreement governing the new Cimarron Standby Trust Fund to ensure that the agreement conforms with 10 C.F.R. 70.25(e)(ii).

2.1.2.3 Anadarko Litigation Proceeds. The Anadarko Litigation Trust, which shall receive a portion of Settlers’ right to receive the Anadarko Litigation Proceeds, shall transfer 1.75% of the Anadarko Litigation Proceeds to the Cimarron Trust Environmental Cost Accounts (1.5% to be transferred to the Cimarron Trust Federal Environmental Cost Account to be used to decommission and remediate the Cimarron Site, 0.25% to the Cimarron Trust State Environmental Cost Account to be used to conduct or finance Environmental Actions at the Cimarron Site) and 0.089% of the Anadarko Litigation Proceeds, to be deposited in the Cimarron Trust Administrative Account pursuant to the terms of the Plan of Reorganization, the Litigation Trust Agreement, and the Settlement Agreement.

2.1.3 Upon transfer of the Funding and Consideration on the Effective Date, the Settlers shall have no interest in, or with respect to, any Cimarron Trust Assets, and neither the Settlers, Reorganized Tronox, nor any successors thereto, shall have any further obligation to provide funding to the Cimarron Trust.

2.1.4 License Order.

2.1.4.1 On or before the Effective Date, with the approval of NRC and in accordance with the Atomic Energy Act, and applicable regulations in 10 C.F.R. Part 70, the Cimarron License shall be transferred to the Cimarron Trust, to be administered by Environmental Properties Management, LLC, not individually but solely in its representative capacity as Cimarron Trustee. The Cimarron Trustee, on behalf of the Cimarron Trust, shall oversee and shall receive communications relating to the transfer of the Cimarron License to the Cimarron Trust.

2.1.4.2 The Cimarron Licensee shall be bound by the requirements of the Cimarron License and applicable regulations, and any future amendments to or transfers of the Cimarron License must be made in accordance with applicable federal law and regulations. Within 120 days after the transfer of the Cimarron License, the Cimarron Trustee shall submit for approval to the Deputy Director, Decommissioning & Uranium Recovery Licensing Directorate, Division of Waste Management and Environmental Protection, Office of Federal and State Materials and Environmental Management Programs, and to the Land Protection Division, Oklahoma Department of Environmental Quality, an evaluation of potential alternative groundwater remediation technologies. The evaluation shall include conceptual technical, total cost, cash flow, and schedule information for each approach. The Cimarron Trustee shall meet with representatives from both agencies within 60 days following submittal of the evaluation to discuss the approaches and obtain regulatory agency concurrence on a groundwater remediation approach. Within 120 days following NRC and ODEQ concurrence, the Cimarron Trustee shall submit to the same parties a groundwater remediation plan leading to termination of the license and release of the Cimarron Site for unrestricted use. The groundwater remediation plan shall include a detailed schedule for all remediation activities and a cost estimate for each action.

2.1.4.3 Upon NRC and ODEQ approval of the remediation plan, the Cimarron Trustee shall commence remediation of the Cimarron Site pursuant to the terms and conditions of the approved groundwater remediation plan and the Cimarron License.

2.1.4.4 The Cimarron Trustee shall notify and request relief from the Deputy Director, Decommissioning & Uranium Recovery Licensing Directorate, Division of Waste Management and Environmental Protection, Office of Federal and State Materials and Environmental Management Programs, if the Cimarron Trustee believes it should be relieved of any requirements in the Cimarron License because the Trustee believes that these requirements are impracticable given the parameters of this Agreement or that they have either been satisfactorily completed or are unnecessary. The Cimarron Trustee will continue to comply with all requirements in the Cimarron License pending NRC review and determination of the Cimarron Trustee's request for relief from specified requirements.

2.1.4.5 Upon completion of the groundwater remediation and in conformance with the requirements in 10 C.F.R. Part 70 and the conditions set forth in the Cimarron License, the Cimarron Trustee shall demonstrate that the Site meets the criteria for unrestricted release.

2.1.5 Creation of the trust accounts. Upon receipt of the Cimarron Site and the Funding and Consideration, the Cimarron Trustee shall create a segregated Cimarron Trust Federal Environmental Cost Account and a Cimarron Trust State Environmental Cost Account and a segregated Cimarron Standby Trust Fund within the Cimarron Trust. The purpose of the Cimarron Trust Environmental Cost Accounts and the Cimarron Standby Trust Fund shall be to provide funding for future Decommissioning Activities, Environmental Actions and certain future regulatory fees and oversight costs of NRC and the State of Oklahoma with respect to the Cimarron Site. Funding for the Cimarron Trust Environmental Cost Accounts shall be held in trust for Environmental Actions with respect to the Cimarron Site and may not be used for any Owned or Non-Owned Site except as expressly provided in Section 2.4.3 below. The NRC shall be the sole beneficiary of the Cimarron Standby Trust Fund. The initial funding of the Cimarron Trust Federal Environmental Cost Account shall be a total of \$6,588,381.00. The initial funding of the Cimarron Trust State Environmental Cost Account shall be a total of \$746,114.00. The funding of the Cimarron Standby Trust Fund shall be the funds from the Cimarron LOC. The Cimarron Trustee shall also create a segregated Cimarron Trust Administrative Account in the amount of \$1,303,889.00. The separate accounts are referred to in this Agreement individually as a "Cimarron Trust Account" and collectively as the "Cimarron Trust Accounts." Subject to Section 2.6, the

income and gains from any investment of the Cimarron Trust Assets shall be allocated, paid and credited to such Cimarron Trust Account.

2.1.6 Each Cimarron Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the Cimarron Trustee (each, a "Trust Subaccount") to comply with the terms of, and implement, the Settlement Agreement and this Agreement.

2.1.7 For all federal income tax purposes, the Cimarron Trustee and Settlers shall treat the transfer of the Cimarron Trust Assets by Tronox Worldwide LLC to the Cimarron Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. The Cimarron Trustee shall at all times seek to have the Cimarron Trust treated as a "qualified settlement fund" as that term is defined in the QSF Regulations. The Court shall retain continuing jurisdiction over the Cimarron Trust and Cimarron Trust Accounts sufficient to satisfy the requirements of the QSF Regulations. The Cimarron Trustee shall cause any taxes imposed on the earnings of the Cimarron Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Cimarron Trust under applicable tax laws. The Cimarron Trustee shall be the "administrator" of the Cimarron Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent Settlers elect to treat the Cimarron Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1), the Cimarron Trustee will reasonably cooperate with such election.

2.1.8 The Cimarron Trustee shall use the Cimarron Trust Federal Environmental Cost Account and the Cimarron Standby Trust to fund future decommissioning costs pursuant to the Atomic Energy Act of 1954, including the preparation and implementation of an NRC-approved decommissioning plan and groundwater remediation plan, and future regulatory fees of NRC with respect to the Cimarron Site. The Cimarron Trustee shall use the Cimarron Trust State Environmental Cost Account to fund Environmental Actions and certain oversight costs of the State of Oklahoma with respect to the Cimarron Site. To the extent any proposed decommissioning or Environmental Actions in the proposed budget entail overlapping work that qualifies for disbursements from both the Cimarron Trust Federal Environmental Cost Account and the Cimarron Trust State Environmental Cost Account, the Lead Agencies and the Cimarron Trustee shall determine an equitable allocation between both Environmental Cost Accounts for such proposed work. The Cimarron Trustee shall use the Cimarron Trust Administrative Account to fund the Cimarron Administrative Costs that have been approved by the Lead Agency and Non-Lead Agency.

2.2 Objective and Purpose

2.2.1 The exclusive purposes and functions of the Cimarron Trust are to:
(i) act as successor to Debtors solely for the purpose of performing, managing, and funding implementation of all decommissioning and/or Site control and maintenance activities pursuant to the terms and conditions of the Cimarron License, including the

preparation and implementation of an NRC-approved decommissioning plan and groundwater remediation plan, and all Environmental Actions required under federal or state law; (ii) own the Cimarron Site; (iii) carry out administrative functions related to the performance of work by or on behalf of the Cimarron Site; (iv) fulfill other obligations as set forth in the Settlement Agreement; (v) pay certain regulatory fees and oversight costs; and (vi) ultimately sell, transfer or otherwise dispose or facilitate the reuse of all or part of the Cimarron Trust Assets, if possible, all as provided herein with no objective or authority to engage in any trade or business. The performance by the Cimarron Trustee of its duties under this Agreement, including but not limited to the sale, lease or other disposition of some or all of the Cimarron Site, shall not be considered to be the Cimarron Trustee's engaging in a trade or business.

2.2.2 The Cimarron Trust is established pursuant to this Agreement and the Settlement Agreement and approved by the Bankruptcy Court for the sole purpose of resolving claims asserting environmental liabilities of Settlers with respect to the Cimarron Site. The Bankruptcy Court shall retain continuing jurisdiction over the Cimarron Trust. The Cimarron Trust satisfies all the requirements of, and is intended by the Parties to be classified as, a qualified settlement fund pursuant to the QSF Regulations.

2.3 Holder of Cimarron Trust Assets

The Cimarron Trust shall be the exclusive holder of the Cimarron Trust Assets and Cimarron Trust Accounts described herein for purposes of 31 U.S.C. § 3713(b).

2.4 Management of Cimarron Trust Assets

2.4.1 Consistent with this Agreement and the Settlement Agreement, the Cimarron Trustee shall use the Cimarron Trust Environmental Cost Accounts and Cimarron Standby Trust Fund for the Cimarron Site to fund future decommissioning costs, including the preparation and implementation of an NRC-approved decommissioning plan and groundwater remediation plan, Environmental Actions and certain future oversight costs approved by the Lead Agency pursuant to applicable environmental law with respect to the Cimarron Site. The Cimarron Trustee shall use the Cimarron Trust Administrative Account to fund the Administrative Costs of the Cimarron Trust that have been approved by the United States and the State of Oklahoma.

2.4.2 The Cimarron Trustee may enter into a consent decree or consent order with the United States and/or Oklahoma, and may perform work pursuant to Unilateral Administrative Orders issued by US EPA, to facilitate implementation of this Section with respect to the Cimarron Site, to the extent of available funds.

2.4.3 NRC and the State of Oklahoma may agree in writing at any time after one year from the Effective Date that, based on new information about the estimated cost of cleanup or the assumption of liability by a buyer or other party for the Cimarron Site, the funding in a Cimarron Trust Environmental Cost Account is more than is projected by one or both Lead Agencies to be needed. Upon such an agreement, NRC and

the State of Oklahoma may instruct the Cimarron Trustee to transfer funds to one of the other Cimarron Trust Environmental Cost Accounts if there are remaining actions to be performed and a need for additional trust funding.

2.4.4 After NRC and the State of Oklahoma have confirmed to the Cimarron Trustee that all final actions have been completed and all final costs have been disbursed with respect to either the Cimarron Trust Federal Environmental Cost Account or the Cimarron Trust State Environmental Cost Account, any funds remaining in that account shall be transferred in the following order: (i) first, in accordance with instructions provided by NRC and the State of Oklahoma, to any of the other Cimarron Trust Environmental Cost Accounts established under the Settlement Agreement if there are remaining actions to be performed and a need for additional trust funding; (ii) second, in accordance with instructions to be provided by the United States Department of Justice after consultation with the States, to any of the Multistate Environmental Cost or Work Accounts, the Nevada Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost or Work Accounts, or the Savannah Trust Environmental Cost Account, if there are remaining Environmental Actions to be performed at the Owned Funded Sites, the Non-Owned Service Stations, the Non-Owned RAS Properties, or Kress Creek and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (iii) third, to Non-Owned Sites with a need for additional funding beyond the distributions received pursuant to the Settlement Agreement and from the Anadarko Litigation Proceeds; and (iv) fourth, to the Superfund.

2.4.5 Semi-annually, beginning with the first year after the Effective Date, the Cimarron Trustee shall provide the NRC and the State of Oklahoma with an update of anticipated future Administrative Costs of the Cimarron Trust. NRC and the State of Oklahoma may instruct the Cimarron Trustee in writing that any conservatively projected surplus funding in the Cimarron Trust Administrative Account be transferred to the Cimarron Trust Accounts established under the Settlement Agreement for the Cimarron Site if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii)-(iv) in the immediately preceding Subparagraph. If there is an anticipated shortfall in the Cimarron Trust Administrative Account based on anticipated future Administrative Costs of the Cimarron Trust, funds from either of the Cimarron Trust Environmental Cost Accounts may be transferred to the Cimarron Trust Administrative Account, upon the joint discretion of the Lead Agency and the Non-Lead Agency, if applicable, for the respective Cimarron Environmental Cost Account.

2.5 Work Performed and Disbursements by the Cimarron Trust

Payments from the Cimarron Trust shall be made as provided in accordance with Subparagraphs 56(d)-(f) of the Settlement Agreement.

2.6 Investment and Safekeeping of Cimarron Trust Assets

2.6.1 The Cimarron Trust Assets, until sold as provided herein and in the Settlement Agreement, shall be held in trust and segregated. All interest, dividends, and other revenue earned in a Cimarron Trust Account shall be retained in the respective Cimarron Trust Account and used only for the same purposes as the principal in that account as provided in this Agreement and the Settlement Agreement, subject to any reallocation approved by the NRC and the State of Oklahoma, after consultation with the US EPA, in accordance with the terms of this Agreement and the Settlement Agreement. The Cimarron Trustee shall be under no liability for interest or producing income on any moneys received by the Cimarron Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest shall actually be received by the Cimarron Trust. Investments of any moneys held by the Cimarron Trust shall be administered in a manner consistent with the standards and requirements applicable to a trustee in connection with a Chapter 7 liquidation; provided, however, that the right and power of the Cimarron Trust to invest the Cimarron Trust Assets, the Cimarron Trust Proceeds, or any income earned by the Cimarron Trust, shall be limited to the right and power to invest such assets (pending periodic distributions in accordance with Article III hereof) in demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured, or other liquid investments, such as Treasury bills; and provided further, that the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional types of investments as permitted by the State of Oklahoma, with the concurrence of the Department of Justice ("DOJ"), and these additional types of investments shall be specifically detailed in writing including a directive that the Cimarron Trust is authorized to make such additional types of investments, in each case, such investments that a liquidating trust, within the meaning of Treasury Regulation section 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise (although the Parties acknowledge and agree that the Cimarron Trust is properly characterized for federal tax purposes as a qualified settlement fund within the meaning of Section 1.468B-1 of the Treasury Regulations, and not as a liquidating trust under Section 301.7701-4(d) of the Treasury Regulations).

2.6.2 The Cimarron Trustee is expressly prohibited from holding any or all of the Cimarron Trust Assets in a common, commingled or collective trust fund and from holding any or all of the Cimarron Trust Assets in a common, commingled or collective trust fund with the assets of any other entity. However, the funds provided for administrative expenses can be held in one account.

2.6.3 Nothing in this Section shall be construed as authorizing the Cimarron Trustee to cause the Cimarron Trust to carry on any business or to divide the gains therefrom, including without limitation, the business of an investment company, a company "controlled" by an "investment company," required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.6 is to authorize the investment of the funds in the Cimarron Trust Accounts or any

portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the Cimarron Trust.

2.6.4 The Cimarron Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Beneficiary so long as such written direction is not inconsistent with this Agreement and the Settlement Agreement.

2.7 Insurance Policy to Cover Future Response Actions

Only at the direction of the United States and Oklahoma shall the Cimarron Trustee investigate the possible purchase of an insurance policy to cover future Environmental Actions and general liability at the Cimarron Site. If, and only if, the United States and Oklahoma unanimously direct the Cimarron Trustee in writing to purchase such insurance, shall the Cimarron Trustee use Cimarron Trust Assets to purchase such insurance.

2.8 Access and Deed Restrictions

The Cimarron Trustee shall provide the NRC, the State of Oklahoma, and their representatives and contractors access to the Cimarron Site at all times for the purposes of conducting Decommissioning Activities and Environmental Actions at or near the Cimarron Site. The Cimarron Trustee shall also cooperate with the NRC, its representatives and contractors in NRC's Site inspections. The Cimarron Trustee shall implement any institutional controls or deed restrictions requested by the United States, NRC (with respect to decommissioning and termination of the Cimarron License) and the State of Oklahoma with respect to the Cimarron Site. The Cimarron Trustee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by NRC and the State of Oklahoma for restrictions on use of the Cimarron Site in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to the Cimarron Site prior to the Effective Date of the Settlement Agreement shall survive the Settlement Agreement. The Cimarron Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to the Cimarron Site.

2.9 Accounting

The Cimarron Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Cimarron Trust, and the assets and liabilities of the Cimarron Trust in such detail and for such period of time as may be necessary to enable the Cimarron Trustee to make full and proper accounting in respect thereof in accordance with Article VI below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or by the Settlement Agreement, the Cimarron Trustee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the Cimarron Trust, or as a condition for making any payment or distribution out of the Cimarron Trust Assets. Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the Cimarron Trustee to inspect such books and records.

2.10 Termination

Consistent with the terms of the Settlement Agreement, the Cimarron Trustee shall not unduly prolong the duration of the Cimarron Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims against Cimarron Trust Assets and to effect the distribution of Cimarron Trust Assets and other receipts relating thereto to the Beneficiaries and the others who receive distributions hereunder in accordance with the terms hereof, and to terminate the Cimarron Trust as soon as practicable consistent with this Agreement and the Settlement Agreement.

2.11 Property Disposition

2.11.1 The Cimarron Trustee may, at any time, seek the approval of the United States, NRC (with respect to the Cimarron License), and the State of Oklahoma for the sale or lease or other disposition of all or part of the Cimarron Site. Subject to the approval of NRC and the State of Oklahoma, the Cimarron Trustee may propose a sale, lease, or disposition of the Cimarron Site that includes funding from, or the retention of some portion of liability by, the respective Cimarron Trust Environmental Cost Account and/or the Cimarron Trust Administrative Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition under this Paragraph, any net proceeds from the sale or lease or other disposition shall be paid to the Cimarron Trust Environmental Cost Accounts for the Cimarron Site and/or the Cimarron Trust Administrative Account in a proportion approved by NRC and the State of Oklahoma in writing.

2.11.2 The parties agree that the rule against perpetuities does not apply to the Cimarron Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Cimarron Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Cimarron Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the Cimarron Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Cimarron Trust shall automatically terminate as to such Property upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Cimarron Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant Property or Properties as to which the Cimarron Trust is terminated shall be transferred outright and free of trust to or at the direction of the United States in consultation with any of the States in which the relevant Property or Properties are located, provided, however, that the disposition of all relevant Property or

Properties shall be governed by applicable state and federal law, or by agreement of the Cimarron Trustee, the United States, and the applicable State, or by order of the Court, and further provided that neither the United States or any State will be required to accept an ownership interest in the relevant Property or Properties as to which the Cimarron Trust is terminated.

ARTICLE III WORK AND DISTRIBUTIONS

3.1 Cimarron Trust Accounts

The Cimarron Trustee shall establish, maintain and hold trust accounts consistent with the Settlement Agreement and Section 2.1 of this Agreement, to administer the Cimarron Trust Assets and distributions therefrom. The Cimarron Trustee shall also maintain a dedicated Cimarron Trust Administrative Account for administrative funds, which shall be used solely to pay the costs of administering the Cimarron Trust as set forth herein.

3.2 Payments by the Cimarron Trust

Within 60 days following the Effective Date in the first year and thereafter by or before January 1 of each calendar year, the Cimarron Trustee shall provide the United States and the Lead Agency with balance statements and proposed budgets as described in Sections 3.2.1 and 3.2.3 of this Agreement. The Cimarron Trustee shall not pay any expense that has not been provided for in the applicable budget and approved by the Lead Agency except that claims by a governmental agency shall be paid in accordance with Paragraph 56(d)-(e) of the Settlement Agreement.

3.2.1 Administrative Expenses of the Cimarron Trust

Within 60 days following the Effective Date in the first year and thereafter by January 1 of each year, the Cimarron Trustee shall provide the NRC and the State of Oklahoma with an annual budget for administration of the Cimarron Trust for review and approval or disapproval by NRC and the State of Oklahoma. If disapproved, such budget shall be revised and resubmitted as expeditiously as possible. No administrative expenses may be incurred or paid by the Cimarron Trustee that are inconsistent with the approved budget, unless the NRC and the State of Oklahoma approves the request of the Cimarron Trust for the authority to perform an administrative action, before the budget has been approved, or a revised budget. Each annual budget shall include a future year forecast of administrative expenditures, with annual details for at least the next three years (or such longer period as the NRC and Oklahoma shall reasonably request). The Cimarron Trust shall regularly, but not less often than annually, and otherwise upon the reasonable request of the NRC or Oklahoma, provide documentation to the NRC and Oklahoma to substantiate compliance with the applicable approved budget and application of Cimarron Trust Assets consistently with the terms of this Agreement and the Settlement Agreement. The approved budget shall be funded by the transfer of the approved amount from Cimarron Trust Assets.

3.2.2 Remuneration for Cimarron Trustee's Start-Up Fees and Expenses

The Cimarron Trustee shall be entitled to remuneration from the Cimarron Trust Administrative Account of up to \$37,000 for its reasonable fees and expenses in connection with the formation of the Cimarron Trust prior to the Effective Date. Where the Cimarron Trustee, the United States, and the relevant Lead Agency agree that the Cimarron Trustee accrued pre-Effective Date fees and expenses in furtherance of activities that post-Effective Date would constitute Environmental Action, those pre-Effective Date fees and expenses shall be paid from the Environmental Cost Accounts. After the Effective Date, the Cimarron Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for approval by the United States, NRC and the State of Oklahoma.

3.2.3 Environmental Expenses of the Cimarron Trust

The Cimarron Trustee shall prepare balance statements and annual budgets of projected expenditures from each of the Cimarron Trust Environmental Cost Accounts. The first budget for the remainder of the current calendar year and the next calendar year shall be submitted within sixty (60) days following the Effective Date and annual budgets shall be submitted thereafter on or before each January 1 during the term of the Cimarron Trust. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant Cimarron Trust Environmental Cost Account after consultation with the Non-Lead Agency, if such consultation is requested by the Non-Lead Agency. To the extent any proposed decommissioning or Environmental Actions in the proposed budget entail overlapping work that qualifies for disbursements from both the Cimarron Trust Federal Environmental Cost Account and the Cimarron Trust State Environmental Cost Account, the Lead Agencies and the Cimarron Trustee shall determine an equitable allocation between both Environmental Cost Accounts for such proposed work. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. No expenses may be incurred or paid by the Cimarron Trustee that are inconsistent with an approved budget, unless the Lead Agency after consultation with the other governmental agency approves an emergency response action or a revised budget; provided, however, that the Cimarron Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Further, by January 1 of each year during the term of the Cimarron Trust and within nine (9) months after termination of the Cimarron Trust, the Cimarron Trustee shall prepare and submit to the Beneficiaries an annual report with respect to each of the Cimarron Trust Environmental Cost Accounts. The annual report shall pertain to the prior calendar year, or if the report is a final report, such period from the most recent annual report to the termination of the Cimarron Trust Environmental Cost Accounts.

3.2.4 NRC Notification and Cimarron Standby Trust Account Restrictions

The Cimarron Trustee shall also notify the Deputy Director, Decommissioning & Uranium Recovery Licensing Directorate, Division of Waste

Management and Environmental Protection, Office of Federal and State Materials and Environmental Management Programs, and the Regional Administrator, NRC Region IV, NRC Region IV, 611 Ryan Plaza Drive, Suite 400, Arlington, TX 76011-8064, by certified registered mail, no later than 180 days prior to the anticipated date, that all contractual and other projected obligations will have exhausted 25%, 50%, and 75% of the Cimarron Federal Environmental Cost Account. Upon notification that 75% of the Cimarron Federal Environmental Cost Account has been exhausted, the Cimarron Trustee shall cease remediation work and commence passive maintenance and monitoring only of the Site in order to provide for the protection of the public health and safety using the remaining funds in the Cimarron Trust Federal Environmental Cost Account to fund monitoring and maintenance until further order of the NRC; provided however, that no more than 5% of the remaining funds available in the Cimarron Trust Federal Environmental Cost Account shall be spent in any six-month period without NRC approval. The assets of the Cimarron Standby Trust shall not be accessed by the Cimarron Trustee until further order of the NRC.

3.2.5 Reimbursement of Agencies and Performance of Environmental Action by Trust

The Cimarron Trustee shall pay funds from a Cimarron Trust Environmental Cost Account to the Lead Agency for a Cost Account making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, and (ii) specify what the funds were used for and shall certify that they were used only for future Decommissioning Activities, Environmental Actions, and future regulatory fees or oversight costs with respect to the Cimarron Site.

The Cimarron Trustee shall also pay funds from the Cimarron Trust Environmental Cost Account to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to the Cimarron Site. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, and shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to the Cimarron Site. In the case of requests by the Lead Agency for a Cimarron Trust Environmental Cost Account to the Cimarron Trustee to use the funds from a particular Cimarron Trust Environmental Cost Account to perform Decommissioning Activities or Environmental Actions, the Cimarron Trustee shall utilize the funds and interest earned thereon from that Cimarron Trust Environmental Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency pursuant to Section 3.2.3 above. The Cimarron Trustee shall seek the approval of the appropriate Lead Agency of any contractor hired by the Cimarron Trustee and any work plans to be undertaken by the Cimarron Trust under the oversight of the appropriate Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. Except for architectural services and engineering services, the Trustee shall use competitive bidding to select the most suitable contractor for any work on matters to which the Cimarron

Trust Federal Environmental Cost Account or the Cimarron Standby Trust Fund applies, and that is not carried out by the Trustee. The Trustee shall be responsible for the review and selection of any contractors sought to perform work, however, the Trustee shall provide NRC with its intended selection at least 30 days before the contract is awarded, and NRC may object or otherwise deny the award of any contract for any reasonable reason. The Cimarron Trustee shall require liability insurance as set forth in the Cimarron Trust Agreement from each contractor hired to perform work.

3.3 Liens by Government

Notwithstanding anything to the contrary in this Article III, the Cimarron Trust hereby grants to the Cimarron Trustee, the United States, and Oklahoma a first-priority lien on and security interest in the Cimarron Trust Assets, except with respect to any real property, to secure the payment of all amounts owed to, accrued or reserved on account of the Cimarron Trust or to be retained by the Cimarron Trustee hereunder or otherwise due hereunder. However, only the Cimarron Trustee shall have a first-priority lien on and security interest in the Cimarron Trust Administrative Account and only the United States and Oklahoma shall have a first-priority lien on and security interest in the Cimarron Trust Environmental Cost Accounts. The Cimarron Trust agrees to take appropriate actions and execute appropriate documents to perfect the Cimarron Trustee's, United States', and Oklahoma's liens and security interest hereunder.

3.4 Manner of Payment

Cash payments made by the Cimarron Trust pursuant to the Settlement Agreement and this Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured selected by the Cimarron Trustee, or by wire transfer from such a domestic bank, at the option of the Cimarron Trustee.

3.5 Unclaimed Distributions

In the event that funds remain in the Cimarron Trust at its termination, the amounts remaining shall be transferred, as directed by the United States in consultation with all affected States, to (i) any of the Multistate Trust Environmental Cost Accounts or Multistate Trust Environmental Work Account, any of the West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts, the Savannah Trust Environmental Cost Account, or any of the Nevada Trust Environmental Cost Accounts if there are Environmental Actions to be performed and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions, (ii) Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds; or (iii) the Superfund.

ARTICLE IV THE CIMARRON TRUSTEE

4.1 Appointment

4.1.1 Environmental Properties Management, LLC, not individually but solely in its representative capacity, is appointed to serve as the Cimarron Trustee to

administer the Cimarron Trust and the Cimarron Trust Accounts, in accordance with the Settlement Agreement and this Agreement, and the Cimarron Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date. If the Cimarron Trustee is not reappointed and no successor Cimarron Trustee is appointed by the expiration of the Cimarron Trustee's term, as set forth in Section 4.10.2, the Court may reappoint the Cimarron Trustee or appoint a successor Cimarron Trustee.

4.1.2 After consultation with the United States and Oklahoma, the Cimarron Trust is authorized to obtain the services of an environmental consultant to implement the future Environmental Actions, including the development of an approved decommissioning and groundwater remediation plan (the "Consultant"). The Consultant shall obtain environmental, general and professional liability insurance in the sum of \$5,000,000 or such lesser amount as agreed to by the Cimarron Trust after consultation with the United States and Oklahoma. The beneficiary of the insurance policies shall be the Cimarron Trust and shall cover negligence committed by the Consultant in implementing the future Environmental Actions or any other negligence committed by the Consultant. The legal relationship of the Consultant to the Cimarron Trust and Cimarron Trustee is that of an independent contractor professional, not that of an entity employed by the Cimarron Trust or the Cimarron Trustee. The Consultant shall not be deemed a Cimarron Trust Party.

4.2 Generally

The Cimarron Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Cimarron Trust and the Settlement Agreement and not otherwise. The Cimarron Trustee shall have the authority to bind the Cimarron Trust, and any successor Cimarron Trustee, or successor or assign of the Cimarron Trust, but shall for all purposes hereunder be acting in its representative capacity as Cimarron Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Cimarron Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Cimarron Trustee believes in good faith such action or omission is not consistent with the Cimarron Trustee's fiduciary duties. The Cimarron Trustee shall have no obligations to perform any activities for which the relevant Environmental Cost Account lacks sufficient funds.

4.3 Powers

In connection with the administration of the Cimarron Trust, except as otherwise set forth in this Agreement or the Settlement Agreement, the Cimarron Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the Cimarron Trust. The powers of the Cimarron Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Cimarron Trust Assets, withdraw, make distributions and pay taxes and other obligations owed by the Cimarron Trust or the Cimarron Trust Accounts from funds held by the Cimarron Trustee and/or the Cimarron Trust (or the Cimarron Trust Accounts) in accordance with the Settlement Agreement and this Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Cimarron Trust; (ii) to engage employees and professional

Persons to assist the Cimarron Trust and/or the Cimarron Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Cimarron Trust Assets from the Cimarron Trust Accounts for the purposes contemplated in this Agreement and the Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including to exercise such other powers as may be vested in or assumed by the Cimarron Trust and/or the Cimarron Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement and the Settlement Agreement. No Person dealing with the Cimarron Trust shall be obligated to inquire into the authority of the Cimarron Trustee in connection with the protection, conservation or disposition of Cimarron Trust Assets. The Cimarron Trustee is authorized to execute and deliver all documents on behalf of the Cimarron Trust to accomplish the purposes of this Agreement and the Settlement Agreement.

4.4 Other Professionals

Upon the approval of the United States and Oklahoma, the Cimarron Trust is authorized to retain on behalf of the Cimarron Trust and pay such third parties as the Cimarron Trustee (in accordance with a budget approved pursuant to Section 3.2 above) may deem necessary or appropriate to assist the Cimarron Trustee in carrying out its powers and duties under this Agreement and the Settlement Agreement, including, without limitation, (i) counsel to the Cimarron Trust and/or Cimarron Trustee, (ii) a public accounting firm to perform such reviews and/or audits of the financial books and records of the Cimarron Trust as may be appropriate in the Cimarron Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Cimarron Trust or the Cimarron Trust Accounts as may be required, and (iii) environmental consultants, custodians, security personnel, engineers, surveyors, brokers, contractors, administrative assistants and clerks. The Cimarron Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.2. If approved by the United States and the State of Oklahoma, the Trustee may, consistent with its fiduciary duty, retain an affiliated company to perform services for the Trust.

4.5 Limitation of the Cimarron Trustee's Authority

The Cimarron Trust and the Cimarron Trustee shall not and are not authorized to engage in any trade or business with respect to the Cimarron Trust Assets or any proceeds therefrom except as and to the extent the same is deemed in good faith by the Cimarron Trustee to be reasonably necessary or proper for the conservation or protection of the Cimarron Trust Assets, or the fulfillment of the purposes of the Cimarron Trust. The Cimarron Trust and the Cimarron Trustee shall not take any actions that would cause the Cimarron Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6 Reliance by the Cimarron Trust Parties

Except as may otherwise be provided herein: (a) the Cimarron Trust Parties may rely on, and shall be protected from liability in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the

Cimarron Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons dealing with the Cimarron Trust Parties shall look only to the Cimarron Trust Assets to satisfy any liability incurred by the Cimarron Trust Parties to such person in carrying out the terms of this Agreement or any order of the Court, and the Cimarron Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Section 4.9.1.

4.7 Compensation of the Cimarron Trustee

The Cimarron Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Cimarron Trustee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the Cimarron Trustee in connection with the Cimarron Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the Cimarron Trust), postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with an annual budget or fee schedule approved by the Beneficiaries. The Cimarron Trustee, and employees of the Cimarron Trust and the Cimarron Trustee, who perform services for the Cimarron Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Cimarron Trust in accordance with an annual budget or fee schedule approved by the Beneficiaries.

The Cimarron Trust Assets shall be subject to the claims of the Cimarron Trustee, and the Cimarron Trustee shall be entitled to reimburse itself out of any available cash in the Cimarron Trust Administrative Account, and the Cimarron Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the Cimarron Trustee shall be paid from the Cimarron Trust Assets.

4.8 Liability of Cimarron Trust Parties

4.8.1 In no event shall any of the Cimarron Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Settlers or any other Cimarron Trust Party. The Cimarron Trust Parties shall, further, be indemnified and exculpated in accordance with Section 4.9 of this Agreement.

4.8.2 As provided in Sections XVI, XVII, XVIII of the Settlement Agreement, the Cimarron Trust Parties are deemed to have resolved their civil liability under CERCLA and State Environmental Laws to the United States and States, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2) or similar state law for matters addressed in the Settlement Agreement. The Cimarron Trust Parties shall have the benefits of the covenants not to sue as set forth in Section XVI of the Settlement Agreement, of contribution protection as set forth in Section XVIII of the Settlement Agreement and of the provisions as set forth in Section XVII of the Settlement Agreement.

No provision of this Agreement or the Settlement Agreement shall require the Cimarron Trustee to expend or risk its own personal funds or otherwise incur any personal

financial liability based on the ownership of the Cimarron Assets or the performance or non-performance of any of its duties or the exercise of any of its authorities as Cimarron Trustee hereunder. Notwithstanding the foregoing, the Cimarron Trustee shall satisfy from its own funds any liability imposed by a final order of the Court, not reversed on appeal, on account of the Cimarron Trustee's fraud or willful misconduct with relation to the performance or non-performance of any of its duties or the exercise of any of its authorities as Cimarron Trustee hereunder.

4.9 Exculpation and Indemnification

4.9.1 Exculpation. None of the Cimarron Trust Parties shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed fraud or willful misconduct after the Effective Date in relation to the Cimarron Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute an act of fraud or willful misconduct. For the avoidance of doubt, the term "approval of the Court" in this Section 4.9.1 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated, et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement. Any judgment against a Cimarron Trust Party and any costs of defense relating to any Cimarron Trust Party shall be paid from the relevant Cimarron Trust Environmental Cost Account or the Cimarron Trust Administrative Account without the Cimarron Trust Party having to first pay from its own funds for any personal liability or costs of defense, unless a final order of the Court, that is not reversed on appeal, determines that it committed fraud or willful misconduct in relation to the Cimarron Trust Party's duties. However, any payment shall be limited to funds in the relevant Cimarron Trust Environmental Cost Accounts or the Cimarron Trust Administrative Account.

4.9.2 The Cimarron Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Cimarron Trust Assets and the discharge of the powers and duties conferred upon the Cimarron Trust and/or Trustee by the Settlement Agreement or any order of court entered pursuant to or in furtherance of the Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Cimarron Trust Party for any claim against Debtors, for making payments in accordance with the Settlement Agreement or any order of court, or for implementing the provisions of the Settlement Agreement or any order of court. Nothing in this Paragraph or the Settlement Agreement shall preclude the United States or the State of Oklahoma from enforcing the terms of the Settlement Agreement and this Agreement against the Cimarron Trust Parties. Notwithstanding anything in this Section 4.9.2 or elsewhere in this Agreement to the contrary, nothing in this Agreement shall be construed to exculpate the Cimarron Trust Parties from any liability resulting from any act or omission constituting fraud, willful misconduct, or criminal conduct. The parties agree that the

Cimarron Trustee is not contracted to act as an architect, engineer or surveyor in its role as trustee and that N.Y. Gen. Oblig. Law § 5-324 is not applicable to this Section 4.9. This Agreement shall not be construed as one relative to the construction, alteration, repair or maintenance of a building, structure, appurtenances and appliances under N.Y. Gen. Oblig. Law § 5-322.1.

4.9.3 Indemnification. The Cimarron Trust shall indemnify, defend and hold harmless (without the Cimarron Trust Parties having to first pay from their personal funds) the Cimarron Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) and any other assertion of liability arising out of the ownership of Cimarron Trust Assets or action or inaction or in connection with the Cimarron Trustee's duties, to the fullest extent permitted by applicable law, including but not limited to, those caused or alleged to be caused by negligence or fault of any Custodial Trust party (except for fraud or willful misconduct), provided that such indemnification shall be limited to funds in the relevant Cimarron Trust Environmental Cost Account for the Cimarron Site. Without limiting the foregoing, any such judgment against a Cimarron Trust Party and any such costs of defense relating to any Cimarron Trust Party shall be paid by the Cimarron Trust consistent with the terms and conditions of this Section. Notwithstanding the foregoing, to the extent fraud or willful misconduct of any Cimarron Trust Party is alleged and the Court finds, by a final order, not reversed on appeal, that such Cimarron Trust Party committed fraud or willful misconduct after the Effective Date in relation to the Cimarron Trustee's duties, there shall be no indemnification, of that Cimarron Trust Party, for any judgments arising from such allegations of fraud or willful misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct or fraud. For the avoidance of doubt, the term "Court approval" in this Section 4.9.3 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated, et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement.

4.10 Termination, Replacement, and Removal of the Cimarron Trustee.

4.10.1 Termination

The duties, responsibilities and powers of the Cimarron Trustee will terminate on the date the Cimarron Trust is dissolved under applicable law in accordance with the Settlement Agreement, or by an order of the Court; provided that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination, dissolution and entry. The Cimarron Trustee may resign from its trusteeship generally and without cause giving not less than 120 days prior written notice thereof to the Court, the United States (including NRC), and the State of Oklahoma, provided however, that in the event a suitable replacement is not found and approved by the NRC and the State of Oklahoma within 120 days after such written notice is provided, the Cimarron Trustee's resignation shall not become effective and the Cimarron Trustee shall continue to function in its

capacity as Trustee until a suitable replacement is found and approved by the NRC and the State of Oklahoma.

4.10.2 Replacement:

The Cimarron Trustee may be replaced upon completion of any three (3) year term by the joint direction of NRC and the State of Oklahoma; however, this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination.

4.10.3 Removal

The Cimarron Trustee may be removed or the Cimarron Trust Assets may be transferred to the United States, NRC, or the State of Oklahoma by:

- (1) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that the Cimarron Trustee committed fraud or willful misconduct after the Effective Date in relation to the Cimarron Trustee's duties under the Cimarron Trust; or
- (2) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the Cimarron Trustee in any material respect, as a result of negligence, exacerbates hazardous conditions at the Cimarron Site, (ii) is seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Settlement Agreement, or (iii) has violated the provisions of this Agreement or other related implementation agreements. In the event of the occurrence of 2(i), 2(ii) or 2(iii), the NRC and the State of Oklahoma may jointly direct that (i) the Cimarron Trustee be replaced in accordance with the Cimarron Trust Agreement or (ii) all remaining funds and future recoveries in the Cimarron Trust be paid to NRC or to the State of Oklahoma to be used in accordance with the terms of this Agreement or the Settlement Agreement. In the event the funds are so paid, so long as title to the Cimarron Site remains in the name of the Cimarron Trust or Cimarron Trustee, funds deemed reasonably sufficient by the applicable beneficiaries to cover property taxes and other property management costs to be paid by the Cimarron Trust for the Cimarron Site shall be left in the Cimarron Trust Administrative Account.
- (3) The provisions of this Section and Section 4.6, 4.8 and 4.9 above shall survive the removal of the Cimarron Trustee or transfer of funds.

4.11 Appointment of Successor Cimarron Trustees

Any successor Cimarron Trustee shall be proposed by the United States and Oklahoma and appointed by the Court. Any successor Cimarron Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the Cimarron Trust records. Thereupon, such successor Cimarron Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Cimarron Trust with like effect as if originally named herein; provided, however, that a removed or resigning Cimarron Trustee shall, nevertheless, when requested in writing by the successor Cimarron Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Cimarron Trustee under the Cimarron Trust all the estates, properties, rights, powers, and trusts of such predecessor Cimarron Trustee.

4.12 No Bond

Notwithstanding any state law to the contrary, the Cimarron Trustee, including any successor Cimarron Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V BENEFICIARIES

5.1 Beneficiaries

Beneficial interests in the Cimarron Trust shall be held by each of the Beneficiaries.

5.2 Identification of Beneficiaries

5.2.1 In order to determine the actual names and addresses of the authorized representatives of a Beneficiary, the Cimarron Trust and the Cimarron Trustee shall be entitled to rely conclusively on the name and address of the authorized representative for such Beneficiary listed below in Section 5.2.2, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Cimarron Trustee in the future by an authorized representative of such Beneficiary.

5.2.2 The Cimarron Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Cimarron Trustee is required to submit to a Beneficiary under the Settlement Agreement and this Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

As to the United States of America (on behalf of the NRC and US EPA, except as to the Cimarron Standby Trust Account, for which NRC shall be the sole beneficiary) as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Telephone: (202) 514-5271
Facsimile: (202) 514-4180
File Ref. No. 90-11-3-09688

Robert William Yalen
Assistant United States Attorney
Office of the United States Attorney
for the Southern District of New York
86 Chambers Street, Third Floor
New York, NY 10007
Telephone: (212) 637-2722
Facsimile: (212) 637-2686
E-mail: robert.yalen@usdoj.gov

Keith I. McConnell, Deputy Director
Decommissioning & Uranium Recovery Licensing Directorate
Division of Waste Management and Environmental Protection
Office of Federal and State Environmental Management Programs
United States Nuclear Regulatory Commission
Mailstop T-8F5
11545 Rockville Pike
Rockville, MD 20852
Telephone: (301) 415-7295
Facsimile: (301) 415-5369
E-mail: Keith.McConnell@nrc.gov

Craig Kaufman
Attorney-Advisor
United States Environmental Protection Agency
Office of Site Remediation Enforcement, Regional Support Division
1200 Pennsylvania Avenue, NW (Mail Code 2272A)
Washington, D.C. 20460
Telephone: (202) 564-4284
E-mail: Kaufman.Craig@epa.gov

As to the State of Oklahoma as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

Pam Dizikes
Attorney, Office of the General Counsel
Oklahoma Department of Environmental Quality
707 N. Robinson
P.O. Box 1677
Oklahoma City, OK 73101-1677
Telephone: (405) 702-7175
Facsimile: (405) 702-7199
E-mail: Pam.Dizikes@deq.ok.gov

P. Clayton Eubanks
Assistant Attorney General
Environmental Protection Unit
Office of the Attorney General of Oklahoma
313 N.E. 21st Street
Oklahoma City, OK 73105
Telephone: (405) 522-8992
Facsimile: (405) 522-0608
E-mail: clayton.eubanks@oag.ok.gov

5.3 Non-Beneficiaries

Upon the Effective Date of this Agreement, the Settlers and Reorganized Tronox shall have no interests including, without limitation, any reversionary interest, in the Cimarron Trust or any Cimarron Trust Assets. The State of Oklahoma and the United States shall be the sole beneficiaries of the Cimarron Trust Accounts, with the exception of the Standby Trust Fund, for which the NRC is the sole beneficiary. Neither Settlers nor Reorganized Tronox shall have any rights or interest to the Cimarron Trust Assets distributed to the Cimarron Trust Accounts, nor to any funds remaining in any of the Cimarron Trust Accounts upon the completion of any and all final actions and disbursements for any and all final costs with respect to the Cimarron Site.

5.4 Transfer of Beneficial Interests

The interest of the Beneficiaries in the Cimarron Trust, which are reflected only on the records of the Cimarron Trust maintained by the Cimarron Trust, are not negotiable and may be transferred only after written notice to the Cimarron Trust, by order of the Court or by operation of law. The Cimarron Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Cimarron Trust, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Cimarron Trust. Until a transfer is in fact recorded on the books and records maintained by the Cimarron Trust for the purpose of identifying Beneficiaries, the Cimarron Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Beneficiaries, as though it has no notice of any such transfer, and in so

doing the Cimarron Trust and Cimarron Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Cimarron Trust may not be transferred to the Settlers, Reorganized Tronox, or any Persons related to any of the preceding (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI REPORTING AND TAXES

6.1 Reports

As soon as practicable, but no later than 28 days after the end of each calendar quarter beginning with the quarter ended after assets are first received by the Cimarron Trust and ending as soon as practicable upon termination of the Cimarron Trust, the Cimarron Trust shall submit to the Beneficiaries a written report, including: (a) financial statements of the Cimarron Trust at the end of such calendar quarter or period and the receipts and disbursements of the Cimarron Trust for such period; and (b) a description of any action to be taken by the Cimarron Trust, and prior to such action being taken, in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Cimarron Trust and of which notice has not previously been given to the Beneficiaries. The Cimarron Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the Cimarron Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries) hereunder. The Cimarron Trust shall also provide the reports or information required by Section 3.2 of this Agreement.

6.2 Other

The Cimarron Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Cimarron Trust, that are required by any applicable governmental unit.

6.3 Reports in Support of Insurance Claims

The Cimarron Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the United States and the States and shall provide the United States and the States a copy of any such reports and cost analyses.

6.4 Taxes

The Cimarron Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Cimarron Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Cimarron Trustee shall file tax returns and pay applicable taxes with respect to the Cimarron Trust in a manner consistent with the provisions of the QSF Regulations. All such taxes shall be paid from the Cimarron Trust Assets. Settlers may make an election to treat the Cimarron Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1). To the extent the Settlers make such an election, (a) the Cimarron Trustee will provide reasonable cooperation to Settlers as needed to facilitate such election, (b) the Cimarron Trustee will file any returns or reports required by the QSF Regulations or Treasury Regulation § 1.671-4, and (c) the Cimarron Trustee

will provide the Settlers, as transferors to the Cimarron Trust, with any statements or reports required by the QSF Regulations or Treasury Regulation § 1.671-4, in order to enable the Settlers to calculate their share of the Cimarron Trust's tax obligations and attributes. For the avoidance of doubt, any grantor trust election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under the Settlement Agreement or this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the Cimarron Trust, the United States, and the States; provided, however, that no change shall be made to this Agreement that would alter the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the Cimarron Trust as a "qualified settlement fund" (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the affected Cimarron Trustee, the rights of the Cimarron Trustee. Technical amendments to this Agreement may be made as necessary, to clarify this Agreement or enable the Cimarron Trustee to effectuate the terms of this Agreement, in a manner consistent with the Settlement Agreement with the mutual consent of the Cimarron Trust, the United States, and the States.

7.2 Tax Treatment

The Cimarron Trust created by this Agreement is intended to be treated as a qualified settlement fund eligible to elect grantor trust classification pursuant to the QSF Regulations for federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent.

7.3 Cooperation

7.3.1 The Cimarron Trust and Cimarron Trustee shall take such actions and execute such documents as are reasonably requested by Settlers with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Agreement or the Settlement Agreement. To the extent that Settlor requests the Cimarron Trust and/or the Cimarron Trustee to take such an action, the Cimarron Trust and Cimarron Trustee shall do so at the sole expense of the Settlor.

7.4 Situs of the Cimarron Trust

The situs of the Cimarron Trust herein established is New York, and, except to the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Cimarron Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of law thereof.

7.5 Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended, to the name and address set forth in the case of a Beneficiary in Section 5.2 of this Agreement or such other address provided in writing to the Cimarron Trust by an authorized representative of the respective Beneficiary.

7.7 Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.8 Actions Taken on Other Than Business Day

If any payment or act under the Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this agreement, a business day shall be any of the days Monday through Friday excluding national holidays.

7.9 Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail, with the exception of Sections 2.4.5, and 2.6.1, and Article IV in its entirety, in which case this Agreement controls.

7.10 Compliance with Laws

Any and all distributions of Cimarron Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11 Preservation of Privilege.

In connection with the rights, claims, and causes of action that constitute the Cimarron Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or

immunity attaching to any documents or communications (whether written or oral) transferred to the Cimarron Trust shall vest in the Cimarron Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12 No Recourse to Beneficiaries.

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Cimarron Trust, and in no event shall the Cimarron Trust or the Cimarron Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.


7.13 Uniform Custodial Trust Act.

The Cimarron Trust Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT

FOR THE UNITED STATES OF AMERICA

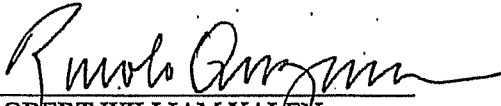
Date: 2/9/11


ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044


Date: 2/11/11

PREET BHARARA
United States Attorney for the
Southern District of New York


By:


ROBERT WILLIAM YALEN
TOMOKO ONOZAWA
JOSEPH A. PANTOJA
Assistant United States Attorneys
86 Chambers Street
New York, New York 10007
Tel: (212) 637-2722
Fax: (212) 637-2686

Date: 2/10/11

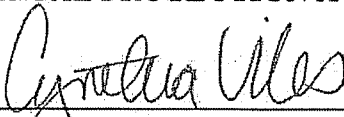

ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 2/10/11



FREDERICK PHILLIPS, Attorney
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 1/14/11

By: 
CYNTHIA GILES
Assistant Administrator for Enforcement
and Compliance Assurance
U.S. Environmental Protection Agency

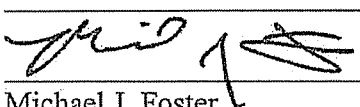
Date: 1/14/11

By: 
CRAIG KAUFMAN
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460

In re: Tronox, Inc., et al., Case No. 09-10156 (ALG)

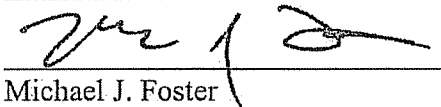
FOR TRONOX LUXEMBOURG S.ar.L

Date: _____

By: 
Michael J. Foster
Attorney-in-Fact

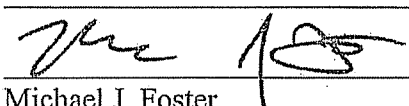
FOR TRONOX INCORPORATED

Date: _____

By: 
Michael J. Foster
Vice President, General Counsel & Secretary

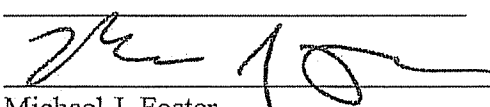
FOR CIMARRON CORPORATION

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

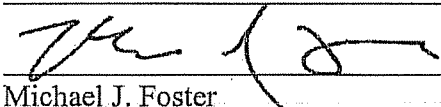
FOR SOUTHWESTERN REFINING COMPANY, INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRANSWORLD DRILLING COMPANY

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRIANGLE REFINERIES, INC.

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S, INC.

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S MINERALS RESOURCES CORPORATION

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S REFINING CORPORATION

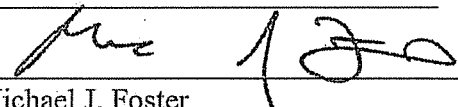
Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

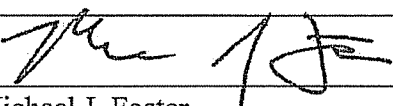
FOR TRONOX LLC

Date: _____

By: 
Michael J. Foster
Manager, Vice President & Secretary

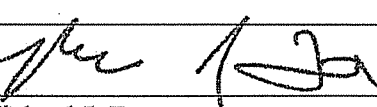
FOR TRONOX FINANCE CORP.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

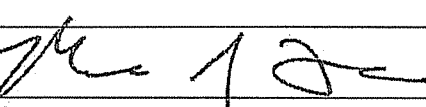
FOR TRONOX HOLDINGS, INC.

Date: _____

By: 
Michael J. Foster
Director
Vice President & Secretary

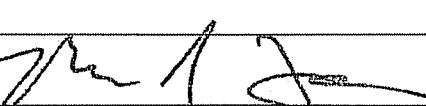
FOR TRONOX PIGMENTS (SAVANNAH) INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

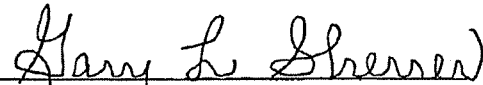
FOR TRONOX WORLDWIDE LLC

Date: _____

By: 
Michael J. Foster
Manager, Vice President & Secretary

FOR THE STATE OF OKLAHOMA

Date: 2-10-11


GARY SHERRER
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

Date: _____

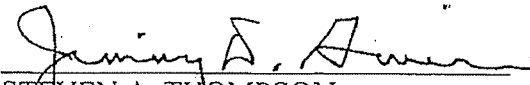
STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

FOR THE STATE OF OKLAHOMA

Date: _____

GARY SHERRER
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

Date: 2-11-2011

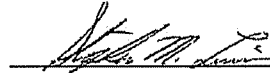
for 
STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

FOR THE CIMARRON ENVIRONMENTAL RESPONSE TRUST

The Cimarron Custodial Trustee By and through Environmental Properties Management, LLC, not individually but solely in the representative capacity as Trustee of the Cimarron Environmental Response Trust

Date: February 9, 2011

By:



Stephen M. Linnemann, P.E,
not individually but solely in the representative capacity as
President of the Trustee of the Custodial Trust

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Multistate)

BY AND AMONG

**TRONOX, INC.,
TRONOX LLC,
TRONOX FINANCE CORP.,
TRONOX HOLDINGS, INC.,
TRONOX LUXEMBOURG S.AR.L,
TRONOX PIGMENTS (SAVANNAH), INC.,
TRONOX WORLDWIDE, LLC,
SOUTHWESTERN REFINING COMPANY, INC.,
TRANSWORLD DRILLING COMPANY,
TRIANGLE REFINERIES, INC.,
TRIPLE S, INC.,
TRIPLE S ENVIRONMENTAL MANAGEMENT CORP.,
TRIPLE S MINERALS RESOURCES CORP.,
TRIPLE S REFINING CORP.,
and
CIMARRON CORP.
As Settlers,**

**Greenfield Environmental Multistate Trust LLC
not individually but solely in its representative capacity
as Multistate Trustee,**

AND

**THE UNITED STATES OF AMERICA and
the STATES of ALABAMA, FLORIDA, GEORGIA, IDAHO, ILLINOIS,
INDIANA, IOWA, KANSAS, LOUISIANA, MISSISSIPPI, MISSOURI, NEVADA, NEW
YORK, NORTH CAROLINA, OHIO, OKLAHOMA, PENNSYLVANIA, TENNESSEE,
TEXAS, AND WISCONSIN
as Beneficiaries**

As of February 14, 2011

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Multistate)

This Environmental Response Trust Agreement (the “Agreement”) is made this 14th day of February, 2011, by and among TRONOX, INC. (“Tronox”) and its wholly owned subsidiaries, TRONOX LLC, TRONOX FINANCE CORP., TRONOX HOLDINGS, INC., TRONOX LUXEMBOURG S.A.R.L, TRONOX PIGMENTS (SAVANNAH), INC., TRONOX WORLDWIDE, LLC, SOUTHWESTERN REFINING COMPANY, INC., TRANSWORLD DRILLING COMPANY, TRIANGLE REFINERIES, INC., TRIPLE S, INC., TRIPLE S ENVIRONMENTAL MANAGEMENT CORP., TRIPLE S MINERALS RESOURCES CORP., TRIPLE S REFINING CORP., and CIMARRON CORP., as debtors and debtors in possession in the Bankruptcy Cases (defined below) (collectively, “Settlors”) and Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee (defined herein) of the Multistate Environmental Response Trust established hereby (the “Multistate Trust”), and the Beneficiaries (defined herein).

RECITALS:

WHEREAS, on January 12, 2009, Settlors filed voluntary petitions for relief in the Bankruptcy Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”), which cases have been jointly administered under Case No. 09-10156 (the “Bankruptcy Cases”);

WHEREAS, the Settlors, the United States and the States have entered into that certain Consent Decree and Environmental Settlement Agreement lodged with the Court on November 23, 2010, and as it may be amended prior to the Effective Date (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement provides for the transfer of the Multistate Owned Sites to the Multistate Trust to be administered by the Multistate Trustee pursuant to this Agreement and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of four additional trusts, the Cimarron Trust, the Nevada Trust, the Savannah Trust, and the West Chicago Trust, the transfer to those trusts of the Cimarron Site, the Henderson Property, the Savannah Facility, and the West Chicago Owned Sites, respectively, and the administration of each of those trusts by the Cimarron Trustee, the Nevada Trustee, the Savannah Trustee, and the West Chicago Trustee, respectively, pursuant to the Environmental Response Trust Agreement for each trust and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of a litigation trust (“Anadarko Litigation Trust”) pursuant to the Litigation Trust Agreement (defined below);

WHEREAS, in accordance with Article V of the Settlement Agreement, the Multistate Trust is established for the purposes of owning the Multistate Owned Sites, carrying out administrative and property management functions related to the Multistate Owned Sites, managing and/or funding implementation of future Environmental Actions approved by the Lead

Agencies with respect to those Owned Funded Sites transferred to the Multistate Trust (“Multistate Owned Funded Sites”) pursuant to the Settlement Agreement and the Non-Owned Service Stations (as defined in the Settlement Agreement), paying certain future oversight costs, and ultimately selling, transferring, or otherwise disposing or facilitating the reuse of all or part of the Multistate Trust Assets, if possible, and fulfilling other obligations as set forth in the Settlement Agreement.

WHEREAS, the Multistate Trust is to be funded in the amount set forth in the Settlement Agreement;

WHEREAS, this Agreement and the Settlement Agreement govern the Multistate Trust, which is created pursuant to section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “QSF Regulations”);

WHEREAS, presuming that the Multistate Trust qualifies as a “qualified settlement fund” within the meaning of the QSF Regulations, to the extent permitted by law, the Settlers intend to elect to treat the Multistate Trust as a grantor trust pursuant to QSF Regulations; and

WHEREAS, the Multistate Trust shall be the exclusive holder of the assets described herein for purposes of the Settlement Agreement and this Agreement under 31 U.S.C. § 3713(b);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

The following terms as used in this Agreement shall have the definitions given below:

1.1.1 “Agreement” has the meaning as given in the preamble.

1.1.2 “Anadarko Litigation Trust” shall have the meaning given in the recitals to this Agreement.

1.1.3 “Anadarko Litigation Proceeds” are eighty-eight percent (88%) of the net recovery in the Anadarko Litigation, which net recovery shall be determined by subtracting from the total gross recovery in the Anadarko Litigation (1) all outstanding and anticipated payments to lead counsel of the Anadarko Litigation Trust pursuant to a separate Special Fee Arrangement; (2) all outstanding and anticipated costs and fees of the Anadarko Litigation Trust and Trustee (including but not limited to attorney’s fees and Trustee fees), as set forth in the Anadarko Litigation Trust Agreement referred to in Paragraph 119 of the Settlement Agreement; and (3) the amount of the distribution referred to in Paragraph 122 of the Settlement Agreement as amended by the First Amendment to the Consent Decree and Environmental Settlement Agreement, and which

shall be allocated to the Governments and the Environmental Response Trusts pursuant to the Plan of Reorganization and the Settlement Agreement.

1.1.4 “Bankruptcy Cases” shall have the meaning given in the recitals to this Agreement.

1.1.5 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

1.1.6 “Beneficiary” means any one of the United States and States of Alabama, Florida, Georgia,¹ Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin.

1.1.7 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.

1.1.8 “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matters.

1.1.9 “Effective Date” means the Effective Date as defined in the Settlement Agreement.

1.1.10 “Emergency Environmental Action” shall have the meaning provided in Section 3.2.1.

1.1.11 “Environmental Action” means any and all environmental activities authorized or required under Environmental Law that occur after the Effective Date and that are related to any of the Multistate Owned Sites and certain Non-Owned Sites (for which the Multistate Trust will be performing environmental activities as provided herein), including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. “Environmental Actions” also include the above environmental activities relating to the migration of hazardous substances emanating from the Multistate Owned Sites and certain Non-Owned Sites. For the avoidance of doubt, “Environmental Actions” shall not include natural resource assessment or restoration.

¹ All references to “Georgia” or the “State of Georgia” are limited to the Georgia Department of Natural Resources, Environmental Protection Division.

1.1.12 “Environmental Costs” means the costs and expenses of implementing, managing, and complying with all Environmental Actions, including, without limitation, related Trustee fees and all reasonable consulting and legal fees associated with such activities, and the costs of payment of certain oversight costs of any Beneficiary with respect to a Multistate Owned Site and the certain Non-Owned Service Stations.

1.1.13 “Environmental Information” means environmental reports, audits, analyses, records, studies and other documents containing information prepared by or otherwise in the possession, custody, or control of Settlers or their technical consultants that are based on or otherwise reflect information related to environmental activities.

1.1.14 “Environmental Law” means, whenever in effect, all federal, tribal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law; all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act (“AEA”), CERCLA, Clean Water Act (“CWA”), Clean Air Act (“CAA”), Emergency Planning and Community Right-to-Know Act (“EPCRA”), Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), Resource Conservation and Recovery Act (“RCRA”), Safe Drinking Water Act (“SDWA”), Toxic Substances Control Act (“TSCA”), and any similar tribal, state or local environmental protection laws.

1.1.15 “Funding” shall have the meaning given in Section 2.1.2 hereof.

1.1.16 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.17 “Lead Agencies” shall be the designated Government agencies identified in Paragraph 12 of the Settlement Agreement.

1.1.18 “Litigation Trust Agreement” means the agreement establishing the Anadarko Litigation Trust.

1.1.19 “Multistate Owned Funded Sites” shall have the meaning given in the Recitals.

1.1.20 “Multistate Owned Sites” means all the rights, titles, and interests in and to, including, without limitation, all of the fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, personal property (tangible and intangible) and equipment located thereon as of the Effective Date) related to all portions of the sites listed in Exhibits “A-1,” “A-2,” “A-3,” and “A-4” to this Agreement.

1.1.21 “Multistate Trust” means the trust established pursuant to this Agreement.

1.1.22 “Multistate Trust Account” shall have the meaning given in Section 2.1.4 hereof.

1.1.23 “Multistate Trust Administrative Account” means the Multistate Trust Account established to fund the payment of real estate taxes, income taxes (to the extent applicable), insurance, maintenance costs, and other fees, costs, and expenses, including the fees and costs of the Multistate Trustee incurred in connection with the administration of the Multistate Trust, but excluding any expenses incurred in implementing, managing, or performing Environmental Actions.

1.1.24 “Multistate Trust Assets” means (a) those assets and properties, including the Funding, the Multistate Owned Sites, and the Transferred Contracts, to be transferred to the Multistate Trust pursuant to the Settlement Agreement and (b) such other assets acquired, earned, or held by the Multistate Trust from time to time pursuant to this Agreement, the Settlement Agreement, or an order of the Court including, but not limited to, the right to draw on the Letters of Credit, Bonds, and Surety instruments etc. as described in Section 2.1.2.2, below.

1.1.25 “Multistate Trust Environmental Cost Account” shall have the meaning given in Section 2.1.4.

1.1.26 “Multistate Trust Parties” under this Agreement and the Settlement Agreement means, collectively, the Multistate Trust, the Multistate Trustee, and the Multistate Trustee’s, and its corporate parent’s (Greenfield Environmental Trust Group, Inc.’s) shareholders, officers, directors, members, managers, principals, employees, consultants (except for the Consultant(s) who may be retained to implement future Environmental Actions, as set forth in Section 4.1.2), agents or other professionals or representatives employed by the Multistate Trust or Multistate Trustee.

1.1.27 “Multistate Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Multistate Trust Assets.

1.1.28 “Multistate Trust Work Account” shall have the meaning given in Section 2.1.4.

1.1.29 “Multistate Trustee” means the trustee of the Multistate Trust.

1.1.30 “Non-Lead Agency” shall have the meaning given in the Settlement Agreement.

1.1.31 “Non-Owned Service Stations” means service stations not owned by Settlers with ongoing cleanup obligations located in Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, South

Dakota, Tennessee, Texas, Virginia and Wisconsin listed in Exhibit "A-5" to this Agreement.

1.1.32 "Non-Owned Sites" means those Sites set forth and defined in Attachment B to the Settlement Agreement, and any and all contiguous and non-contiguous areas onto which hazardous substances from such Site may have migrated.

1.1.33 "Other Environmental Trusts" means the Cimarron Trust, the Nevada Trust, the Savannah Trust, and the West Chicago Trust.

1.1.34 "Parties" means the Settlers, the Multistate Trustee, and the Beneficiaries.

1.1.35 "Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.36 "Plan Administrator" means the administrator of any plan of reorganization confirmed by an order of the Bankruptcy Court in the Bankruptcy Cases.

1.1.37 "Plan of Reorganization" shall mean the Plan of Reorganization for the Settlers.

1.1.38 "Real Property Information" shall mean documents in Settlers' possession related to title, easements and other real property information relating to an Owned Site.

1.1.39 "Reorganized Tronox" means Tronox Incorporated, Tronox Worldwide LLC, Tronox LLC, non-Settlor foreign subsidiaries of the Settlers and such other Settlers and/or one or more newly organized successors, or any successor thereto, by merger, consolidation or otherwise, on or after the effective date of the Plan of Reorganization.

1.1.40 "Settlement Agreement" shall have the meaning given in the recitals.

1.1.41 "Settlers" shall have the meaning given in the preamble.

1.1.42 "States" means the States of Alabama, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin.

1.1.43 "Superfund" means the "Hazardous Substance Superfund" established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United

States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

1.1.44 “Transferred Contracts” means those contracts and agreements relating to the Multistate Owned Sites listed in Exhibit “B” to this Agreement.

1.1.45 “United States” means the United States of America on behalf of agencies and departments named in the Settlement Agreement.

1.1.46 “US EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

All Capitalized terms not defined above shall have the meanings provided in the Settlement Agreement.

ARTICLE II THE MULTISTATE TRUST

2.1 Creation of and Transfer of Assets to the Multistate Trust

2.1.1 Pursuant to the Settlement Agreement, the Parties hereby establish, on behalf of the Beneficiaries named herein, and Tronox Worldwide LLC hereby transfers, assigns, and delivers to, the Multistate Trust, or to the Multistate Trustee, not individually but solely in its representative capacity as Multistate Trustee, if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, on behalf of the Beneficiaries, all of Settlor's right, title and interest in and to the Multistate Owned Sites and Multistate Trust Assets. Settlor's shall retain no ownership or other residual interest whatsoever with respect to the Multistate Trust or the Multistate Owned Sites. The transfer of ownership by Tronox Worldwide LLC of the Multistate Trust Assets shall be a transfer of all of the Settlor's right, title and interests therein, and the transfer (i) shall be as is and where is, with no warranties of any nature; (ii) shall be free and clear of all claims, liens and interests against the Settlor's (except for liens arising under Section 107 of CERCLA against the sites in Jacksonville, Florida and Navassa, North Carolina), including liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) shall be subject to any rights of the Governments under the Settlement Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Exhibit C to the Settlement Agreement, and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Settlor's and the Multistate Trustee, provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Settlor's and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty

of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition as of the Effective Date. The grantee for each such deed and personal property bill of sale shall be the Multistate Trust by and through Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee, or if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee. Settlers and Reorganized Tronox, as applicable, will reasonably cooperate with the Governments and the Multistate Trustee to deliver to the title company (which will cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Settlers shall pay the recording costs and transfer fees to the title company relating to the title transfers. Settlers shall pay to the applicable tax authorities on or prior to the Effective Date all real property taxes and assessments then due and relating to the Multistate Owned Sites due on or before the Effective Date. Settlers and the Multistate Trust shall prorate the real property taxes and assessments accruing to or becoming a lien on the Multistate Owned Sites during the calendar year of the Effective Date, and Settlers shall have paid to the Multistate Trust their pro-rata share of such real property taxes and assessments as of the Effective Date. If the actual bills for such real property taxes have not been issued, then such proration shall be based on an amount equal to such real property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the Multistate Trust shall be responsible for paying all real property taxes first coming due following the Effective Date relating to the Multistate Owned Sites. Additionally, Settlers shall pay to the Multistate Trust on the Effective Date all costs of goods and services, including, but not limited to, utilities, water/sewer bills, wages, maintenance, and materials, accruing to the Multistate Owned Sites due on or before the Effective Date. Settlers shall execute, or cause to be executed, and record, if necessary, as soon as practicable after the Effective Date, all necessary releases of any liens or security interests held by any Settlers against any Multistate Owned Sites. The Multistate Trust shall not be responsible for, and Settlers shall be responsible for, in accordance with the Plan of Reorganization and applicable bankruptcy law, any invoices, statements, and amounts relating to the Multistate Owned Sites that relate to the period prior to the Effective Date even if such items are issued after the Effective Date or are not known of at the time of the Effective Date. The Multistate Trust hereby accepts and agrees to hold the Multistate Trust Assets in the Multistate Trust for the benefit of the Beneficiaries for the purposes described in Section 2.2 below, subject to the terms of the Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.1.2 Transfer of Funding and Consideration to the Multistate Trustee

2.1.2.1 The Funding. On the Effective Date, the Settlers shall cause to be transferred to or at the direction of the Multistate Trustee cash in the amount of \$97,771,073 which constitutes the "Funding."

2.1.2.2 Financial Instruments. On the Effective Date, Settlers shall transfer the 100% cash value of the following existing financial instruments to the Multistate Trust Environmental Cost Accounts:

a. The Encroachment Permit bond for the City of Louisville, Department of Public Utilities, in the amount of \$10,000, cash funds to be transferred to the Environmental Cost Account for Owned Service Stations, unless prior to the Effective Date Settlers provide a statement that the Bond is no longer necessary and the City of Louisville releases the Bond.

b. The Individual Utility Permit bond for the Illinois Department of Transportation, in the amount of \$2,000, cash funds to be transferred to the Environmental Trust Cost Account for Non-Owned Service Stations.

c. The Right of Way Bond for the City of Jacksonville, Department of Public Works, in the amount of \$5,000, cash funds to be transferred to the Multistate Trust Environmental Cost Account for the Jacksonville Terminal Site.

d. The surety bond relating to the Permit to Drill Ground Water Monitoring Wells issued by the City of Springfield, Missouri, in the amount of \$19,500, cash funds to be transferred to the Multistate Trust Environmental Cost Account for the Springfield Site.

e. The Sauget Site Standby Trust Fund No. 3126 (JP Morgan Bank, Account No. 380744), in the amount of \$50,000, cash funds to be transferred to the Multistate Trust Environmental Cost Account for the Sauget Site.

2.1.2.3 Insurance. On the Effective Date, to the extent applicable, available insurance policies and other rights to reimbursement or contribution for response actions (whether contractual or otherwise) held by the Settlers as of the Effective Date. (The Funding, Financial Instruments and Insurance shall be collectively referred to as the "Funding and Consideration".)

2.1.2.4 Anadarko Litigation Proceeds. The Anadarko Litigation Trust, which shall receive a portion of Settlers' right to receive the Anadarko Litigation Proceeds, shall transfer 25.419% of the Anadarko Litigation Proceeds to the Multistate Trust pursuant to the terms of the Plan of Reorganization, the Litigation Trust Agreement, and the Settlement Agreement. Additionally, the Multistate Trust shall receive 1.155% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Administrative Account.

2.1.3 Upon transfer of the Multistate Owned Sites and the Funding and Consideration on the Effective Date, the Settlers shall have no interest in, or with respect to, any Multistate Trust Assets, and neither the Settlers, Reorganized Tronox, nor any successors thereto, shall have any further obligation to provide funding to the Multistate Trust.

2.1.4 Creation of the trust accounts. Upon receipt of the Multistate Owned Sites and the Funding and Consideration, the Multistate Trustee shall create segregated trust accounts (each a “Multistate Trust Environmental Cost Accounts”) within the Multistate Trust for each of the Multistate Owned Funded Sites listed in Subparagraphs 10(f)(ii)-(xxvii) of the Settlement Agreement, and a segregated trust account (also a “Multistate Trust Work Account”) for the Non-Owned Service Stations listed in Subparagraph 10(f)(xxviii) of the Settlement Agreement. The purpose of a Multistate Trust Environmental Cost Account for a Multistate Owned Funded Site shall be to provide funding for future Environmental Actions and certain future oversight costs of the Governments with respect to that Multistate Owned Funded Site. The purpose of the Multistate Trust Work Account for the Non-Owned Service Stations shall be to provide funding for future Environmental Actions and certain future oversight costs of the Governments with respect to Non-Owned Service Stations. Funding from a Multistate Trust Environmental Cost Account for any Multistate Owned Funded Site may not be used for any other Multistate Owned Site or Non-Owned Service Station, except as provided in Sections 2.4.3 and 2.4.4, below. The initial funding of each of the Multistate Trust Accounts shall be as set forth in the Settlement Agreement. The Multistate Trustee shall also set aside the funding provided for a separate Multistate Trust Administrative Account, which account shall not include any of the Multistate Owned Sites. The separate accounts are referred to in this Agreement individually as a “Multistate Trust Account” and collectively as the “Multistate Trust Accounts.” Subject to 2.6, the income, gains, and losses from any investment of the Multistate Trust Assets shall be allocated, paid and credited to, and/or deducted from, such Multistate Trust Account.

2.1.5 Without limiting the foregoing, the Multistate Trust shall at all times maintain at least one Multistate Trust Environmental Cost Account for each of the Multistate Owned Funded Sites to fund Environmental Costs for that Multistate Owned Funded Site. Funds designated by the Settlement Agreement for a particular Multistate Owned Funded Site shall be held and distributed from its respective Multistate Trust Environmental Cost Account as set forth therein, and Funding from a Multistate Trust Environmental Cost Account may not be used for another Multistate Owned Funded Site except as otherwise expressly provided by and in accordance with Section 2.4.3 of this Agreement. Without limiting the foregoing, the Multistate Trust shall at all times maintain at least one Multistate Trust Administrative Account.

2.1.6 Each Multistate Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the Multistate Trustee (each, a “Trust Subaccount”) to comply with the terms of, and implement, the Settlement Agreement and this Agreement.

2.1.7 For all federal income tax purposes, the Multistate Trustee and Settlers shall treat the transfer of the Multistate Trust Assets by Tronox Worldwide LLC to the Multistate Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. The Multistate Trustee shall at all times seek to have the Multistate Trust treated as a “qualified settlement fund” as that term is defined in the QSF Regulations. The Court shall retain continuing jurisdiction over the Multistate Trust and Multistate Trust Accounts sufficient to satisfy the requirements of the QSF Regulations. The Multistate Trustee shall cause taxes, if any, imposed on the earnings of the Multistate Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Multistate Trust under applicable tax laws. The Multistate Trustee shall be the “administrator” of the Multistate Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent the Settlers elect to treat the Multistate Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1), the Multistate Trustee will reasonably cooperate with such election at Tronox’s cost.

2.2 Objective and Purpose

2.2.1 The exclusive purposes and functions of the Multistate Trust are to: (i) own the Multistate Owned Sites; (ii) carry out administrative and property management functions related to the Multistate Owned Sites; (iii) manage and/or fund implementation of future Environmental Actions approved by the Lead Agencies with respect to the Multistate Owned Funded Sites and the Non-Owned Service Stations; (iv) fulfill other obligations as set forth in the Settlement Agreement, including making distributions in accordance with the terms of this Agreement and the Settlement Agreement; (v) pay certain future oversight costs (but not those related to the Non-Owned Service Stations); and (vi) ultimately sell, transfer, or otherwise dispose or facilitate the reuse of all or part of the Multistate Trust Assets, if possible, all as provided herein with no objective or authority to engage in any trade or business. The performance by the Multistate Trustee of its duties under this Agreement, including but not limited to the sale, lease or other disposition of some or all of a Multistate Owned Site and/or Multistate Owned Assets, shall not be considered to be the Multistate Trustee’s engaging in a trade or business.

2.2.2 The Multistate Trust is established pursuant to this Agreement and the Settlement Agreement and approved by the Bankruptcy Court for the sole purpose of resolving claims asserting environmental liabilities of Settlers with respect to the Multistate Owned Sites and Non-Owned Service Stations. The Bankruptcy Court shall retain continuing jurisdiction over the Multistate Trust. The Multistate Trust satisfies all the requirements of, and is intended by the Parties to be classified as, a qualified settlement fund pursuant to the QSF Regulations.

2.3 Holder of Multistate Trust Assets

The Multistate Trust shall be the exclusive holder of the Multistate Trust Assets and Multistate Trust Accounts described herein for purposes of 31 U.S.C. § 3713(b).

2.4 Management of Multistate Trust Assets

2.4.1 Consistent with this Agreement and the Settlement Agreement, the Multistate Trustee shall use the Multistate Trust Environmental Cost Account for each of the Multistate Owned Funded Sites to fund future Environmental Actions and certain future oversight costs approved by the Lead Agency pursuant to applicable Environmental Law with respect to that Multistate Owned Funded Site. The Multistate Trustee shall use the Multistate Trust Administrative Account to fund the Administrative Costs of the Multistate Trust that have been approved by the United States.

2.4.2 The Multistate Trustee may enter into a consent decree, consent order, or similar administrative agreement with the United States and/or a State in which a Multistate Owned Funded Site is located, and may perform work pursuant to Unilateral Administrative Orders issued by US EPA, to facilitate implementation of this Section with respect to such Multistate Owned Funded Site to the extent of available funding for such Site in accordance with this Agreement.

2.4.3 After the United States and a State have confirmed to the Multistate Trustee that all final actions have been completed, and all final costs have been disbursed for all Multistate Owned Funded Sites in that State, any funds remaining in the Multistate Trust Environmental Cost Accounts for all Multistate Owned Funded Sites in that State shall be transferred in the following order: (i) first, in accordance with instructions provided by the United States Department of Justice in writing after consultation with other States and the Multistate Trustee, to the Multistate Trust Administrative Cost Account, or to other Multistate Trust Environmental Cost Accounts for one or more Multistate Owned Funded Sites in one or more States, or to the Multistate Trust Work Account for the Non-Owned Service Stations, if there are remaining actions to be performed and a need for additional funding; (ii) second, in accordance with instructions to be provided by the United States Department of Justice after consultation with other States and after payment of all Multistate Trustee fees, to the Nevada Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts, the Savannah Trust Environmental Cost Account, or any of the Cimarron Trust Environmental Cost Accounts if there are Environmental Actions to be performed and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (iii) third, to Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds in accordance with written instructions provided by the United States Department of Justice after consultation with other States; and (iv) fourth, to the Superfund.

2.4.4 The United States and any of the States, after consulting with the Multistate Trustee, may agree in writing at any time after the Effective Date that, based on new information about the estimated cost of cleanup or the assumption of liability by a buyer or other party for one or more Multistate Owned Funded Sites in that State, the funding for one or more Multistate Owned Funded Sites is more than is projected by the Lead Agency for that Site to be needed. In such event, the United States Department of

Justice may instruct in writing after consultation with the State and the Multistate Trustee that such excess funding be transferred first, to one or more of the other Multistate Trust Accounts in the same State established under the Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding, second, to one or more of the other Multistate Trust Accounts, including, but not limited to, the Multistate Administrative Cost Account, established under the Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii) – (iv) in Section 2.4.3.

2.4.5 Annually, beginning with the first year after the Effective Date, the Multistate Trustee shall provide the United States and the States with an update of anticipated future Administrative Costs of the Multistate Trust. The United States Department of Justice may thereafter instruct in writing after consultation with the States and the Multistate Trustee that any conservatively projected surplus funding in the Multistate Trust Administrative Account be transferred to one or more of the other Multistate Trust Accounts established under the Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii) – (iv) in Section 2.4.3.

2.5 Work Performed and Disbursements by the Multistate Trust

Payments from the Multistate Trust shall be made as provided in accordance with Subparagraphs 12(b)-(d) of the Settlement Agreement.

2.6 Investment and Safekeeping of Multistate Trust Assets

2.6.1 The Multistate Trust Assets, until sold as provided herein and in the Settlement Agreement, shall be held in trust and segregated. All interest and other amounts earned in a Multistate Trust Account shall be retained in the respective Multistate Trust Account and used only for the same purposes as the principal in that account as provided in this Agreement and the Settlement Agreement, subject to any reallocation approved by the Governments in accordance with the terms of this Agreement and the Settlement Agreement. The Multistate Trustee shall have no liability for interest or producing income on any moneys received by the Multistate Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest or amounts shall actually be received by the Multistate Trust. Investments of any moneys held by the Multistate Trust shall be administered in a manner consistent with the standards and requirements applicable to a trustee in connection with a Chapter 7 liquidation, except as provided in this Section 2.6.1, and further, with the purpose of deriving a reasonable income, from the money pending periodic distributions in accordance with Article III hereof, taking into account the need for the safety and liquidity of principal required by the purposes of the Multistate Trust, and not of speculating or carrying on of any business for profit or derivation of gains therefrom. However, the right and power of the Multistate Trust to invest and reinvest the Multistate Trust Assets, the Multistate Trust Proceeds, or any income earned by the Multistate Trust,

shall be limited to the right and power to invest and reinvest any part or all of such assets (pending periodic distributions in accordance with Article III hereof) in the following investment vehicles, provided that at least 75% (and, at the Trustee's discretion, up to 100%) of the funds in each Multistate Trust Account shall, at any given time, be invested in categories (1) and/or (2):

- (1) marketable obligations issued by the United States of America or an agency thereof;
- (2) certificates of deposit with a domestic office of any national or state bank or trust company organized under the laws of the United States of America or any state therein and having capital, surplus, and undivided profits of at least \$750,000,000 or in such institutions not meeting this specified capital requirement to the extent that the deposits are federally insured;
- (3) no-load mutual funds;
- (4) a diversified portfolio of equities traded on a recognized national exchange that meet the standards for publicly listed companies;
- (5) a diversified portfolio of bonds. The overall average rating of the portfolio shall have a rating of Double A or better, with no individual bond rated below A, exclusive of any bond insurance;
- (6) money market funds;
- (7) any other investment vehicle approved in writing by USDOJ and any applicable State Lead Agency.

The Multistate Trustee shall consult initially and from time to time with the Beneficiaries regarding the nature and allocation of investments in the Multistate Trust Accounts. The Multistate Trustee shall be under no liability for interest or producing income on any moneys received by the Multistate Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest or income shall actually be received by the Multistate Trust. The Beneficiaries expressly agree that the Multistate Trustee shall have satisfied applicable standards and requirements and any duty to diversify by investing the Multistate Trust Assets in categories (1), (2), and/or (5) above.

2.6.2 The Multistate Trustee is expressly prohibited from commingling Multistate Trust Accounts, provided that funds in separate Multistate Trust Accounts may be commonly managed, may be invested in common instruments, and may be aggregated with other funds for investment purposes so long as they remain accounted for separately. Funds provided for administrative expenses can be held in one or more separate accounts.

2.6.3 Nothing in this Section shall be construed as authorizing the Multistate Trustee to cause the Multistate Trust to carry on any business or to divide the

gains therefrom, including without limitation, the business of an investment company, a company “controlled” by an “investment company,” required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.6 is to authorize the investment of the funds in the Multistate Trust Accounts or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the Multistate Trust.

2.6.4 The Multistate Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Beneficiary so long as such written direction is not inconsistent with this Agreement and the Settlement Agreement.

2.7 Insurance Policy to Cover Future Response Actions

The Multistate Trustee may investigate the possible purchase of an insurance policy to cover the cost of future Environmental Actions at one or more of the Multistate Owned Sites, only at the direction of the United States and the State(s) in which the relevant Multistate Owned Site(s) are located. If, and only if, the United States and the State(s) in which the relevant Multistate Owned Sites are located unanimously direct the Multistate Trustee in writing to purchase such insurance, shall the Multistate Trustee use Multistate Trust Assets to purchase such insurance. Costs associated with all other insurance coverage shall be subject to the approval of the United States only.

2.8 Access and Deed Restrictions

The Multistate Trustee shall provide the United States and the State in which the Owned Site is located and their representatives and contractors access to all portions of the Sites that the Multistate Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Multistate Owned Sites. The Multistate Trustee shall implement any institutional controls or deed restrictions requested by the Governments with respect to any of the Multistate Owned Sites. The Multistate Trustee shall execute and record with the appropriate recorder’s office any easements or deed restrictions requested by the Governments for restrictions on use of the Multistate Owned Sites in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to any Multistate Owned Site prior to the Effective Date of the Settlement Agreement shall survive the Settlement Agreement. The Multistate Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to any Multistate Owned Site; however, nothing herein shall create any personal liability for Trustee’s failure to abide by any institutional controls of which Trustee is unaware.

2.9 Accounting

The Multistate Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Multistate Trust, and the assets and liabilities of the Multistate Trust in such detail and for such period of time as may be necessary to enable the Multistate Trustee to make full and proper accounting in respect thereof in accordance with Article VI

below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or by the Settlement Agreement, the Multistate Trustee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the Multistate Trust, or as a condition for making any payment or distribution out of the Multistate Trust Assets. Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the Multistate Trustee to inspect such books and records.

2.10 Termination

Consistent with the terms of the Settlement Agreement, the Multistate Trustee shall not unduly prolong the duration of the Multistate Trust and shall at all times endeavor to resolve, settle, adjudicate, or otherwise dispose of all claims against Multistate Trust Assets as soon as practicable under the circumstances, and to effect the distribution of Multistate Trust Assets and other receipts relating thereto to the Beneficiaries and the others who receive distributions hereunder in accordance with the terms hereof, and to terminate the Multistate Trust as soon as practicable consistent with this Agreement and the Settlement Agreement.

2.11 Property Disposition

2.11.1 The United States, the State in which the relevant Multistate Owned Site is located, or a Government that is a designee thereof, may at any time propose in writing to take ownership of any of the Multistate Owned Sites or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by US EPA and the State (after consultation with the Multistate Trustee) in which the Multistate Owned Site is located. However, neither the United States nor any State shall be required to accept an ownership interest in remaining properties upon termination of the Multistate Trust. Except for the Multistate Owned Funded Sites located in Navassa, North Carolina ("Navassa Site") and Texarkana, Texas ("Texarkana Site"), the Multistate Trustee may, at any time, seek the approval of US EPA and the State in which the relevant Multistate Owned Site is located for the sale, lease, gift, or other disposition of all or part of a Multistate Owned Site. With respect to the Navassa Site, the Multistate Trustee shall seek the approval of US EPA, and the natural resource trustees (the Navassa Trustee Council, consisting of Department of the Interior, National Oceanic and Atmospheric Administration, and the State of North Carolina) concerning the sale, lease, gift, or other disposition of all or part of the Navassa Site. With respect to the Texarkana Site, the Multistate Trustee shall seek the approval of US EPA, and the natural resource trustees for the Texarkana Site (the Texarkana Trustee Council, consisting of Department of the Interior and the State of Texas) concerning the sale, lease, gift, or other disposition of all or part of the Texarkana Site. For sites without Environmental Cost Accounts, the Trustee's proposal of any sale, lease, gift, or other disposition is subject solely to approval of US EPA and the State in which the site is located. The "net proceeds" of any sale, lease, or other disposition of all or part of a Multistate Owned Site shall mean proceeds of any such sale, lease, or other disposition remaining after reimbursement of the Multistate Trust Administrative Account, or other Multistate Trust Account, as appropriate, of all costs incurred facilitating such sale, lease, or other disposition. Except as provided in paragraphs 2.11.2, 2.11.3, and 2.11.4, below, distribution of the net proceeds of such sale, lease, or other disposition, shall be as follows: (i) first, to the extent

additional Environmental Actions are required with respect to that Multistate Owned Site, to that Site's Multistate Trust Environmental Cost Account, Trustee to create such account, as appropriate, where one does not already exist; and (ii) second, 10% of the net proceeds shall be distributed to the Multistate Trust Administrative Account, and the remaining 90% shall be distributed among the Multistate Owned Funded Sites requiring additional funding for ongoing or future Environmental Actions pursuant to the Anadarko Litigation allocations set forth in Section XII of the Settlement Agreement

2.11.2 Subject to the approval of US EPA and the State (and subject to the additional approval of the Navassa Trustee Council or the Texarkana Trustee Council, for the Navassa Site and the Texarkana Site, respectively), the Multistate Trustee may propose a sale, lease, gift or other disposition of a Multistate Owned Site that includes funding from, or the retention of some portion of liability by, the respective Multistate Trust Environmental Cost Account and/or the Multistate Trust Administrative Account, provided that the Trustee reasonably believes that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities that would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition under this paragraph, any net proceeds from the sale or lease or other disposition, as defined in Section 2.11.1, above, shall be paid to the Multistate Trust Environmental Cost Account for that Multistate Owned Site and/or the Multistate Trust Administrative Account in a proportion approved by US EPA and the State in writing.

2.11.3 The Multistate Trustee will make it a first priority to ensure that each State with service stations obtains some funding to meet requirements in each State for service station investigations and cleanup. No more than 10% of the funds in the Multistate Trust Environmental Cost Account for Owned Service Stations shall be expended on a single service station, provided, however, that this limitation may be overridden where all Owned Service Stations have been studied and the Multistate Trustee determines in its judgment after consultation with the United States that known facts warrant overriding the limitation.

2.11.4 Proceeds from the sale of any Owned Service Station in a given State shall be placed in a segregated sub-account of the Multistate Trust Environmental Cost Account for Owned Service Stations dedicated solely to Environmental Actions at service stations in that State, so long as any Owned Service Stations in that State require additional funding for Environmental Action.

2.11.5 Any funds remaining in the Multistate Trust Environmental Cost Account for Owned Service Stations upon completion of all Environmental Actions at all Owned Service Stations shall be distributed in accordance with Section 2.11.1 (ii), above.

2.11.6 The Multistate Trustee shall hold mill site claims and placer claims specifically identified by Settlers consistent with the 1872 Mining Law, 30 U.S.C. § 22 et seq., and the Federal Land Policy and Management Act, 43 U.S.C. § 1701 et seq. Any actions by the Multistate Trustee on property administered by any federal agency can only be taken after the written concurrence of the federal agency.

2.11.7 The parties agree that the rule against perpetuities does not apply to the Multistate Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Multistate Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Multistate Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the Multistate Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Multistate Trust shall automatically terminate as to such Property upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Multistate Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant Property or Properties as to which the Multistate Trust is terminated shall be transferred outright and free of trust to or at the direction of the United States in consultation with any of the States in which the relevant Property or Properties are located, provided, however, that the disposition of all relevant Property or Properties shall be governed by applicable state and federal law, or by agreement of the Multistate Trustee, the United States, and the applicable State, or by order of the Court, and further provided that neither the United States or any State will be required to accept an ownership interest in the relevant Property or Properties as to which the Multistate Trust is terminated.

ARTICLE III WORK AND DISTRIBUTIONS

3.1 Multistate Trust Accounts

The Multistate Trustee shall establish, maintain and hold trust accounts consistent with the Settlement Agreement and Section 2.1 of this Agreement, to administer the Multistate Trust Assets and distributions therefrom. The Multistate Trustee shall also maintain a dedicated Multistate Trust Administrative Account for administrative funds, which shall be used solely to pay the costs of administering the Multistate Trust as set forth herein.

3.2 Payments by the Multistate Trust

On or before January 1 of each calendar year, the Multistate Trustee shall provide the United States and the Lead Agency with balance statements and proposed budgets as described in Sections 3.2.2 and 3.2.4 of this Agreement. The Multistate Trustee shall not pay any expense that has not been provided for in an approved budget, approved revised budget, or approved revised line item for an approved budget (except as provided in Section 3.2.1).

3.2.1 Emergency Funding

In the event of an emergency at a Site requiring the performance of an Environmental Action within hours or days of the Multistate Trustee first receiving notice of the emergency, if the emergency does not permit sufficient time to amend the Annual Budget for that Site, the Multistate Trustee may utilize funding from the Site's Environmental Cost Account to undertake Environmental Actions necessary to respond to the emergency (the "Emergency Environmental Action"). If an Emergency Environmental Action is performed by the Lead Agency or Non-Lead Agency, the Multistate Trustee may reimburse the Lead Agency (or the Support Agency, if the Lead Agency concurs in writing) for such Emergency Environmental Action from the Site's Environmental Cost Account. Nothing in this subparagraph shall preclude the payment or reimbursement of the Emergency Environmental Action through the annual budget or budget revision process.

3.2.2 Administrative Expenses of the Multistate Trust

Within 90 days of the Effective Date in the first year and thereafter by January 1 of each year, the Multistate Trustee shall provide the Governments with an annual budget for administration of the Multistate Trust. The administrative budget shall be subject to the review and approval or disapproval by the United States, and, for each site-specific administrative budget, the United States and the applicable Lead Agency. If disapproved, such budget shall be revised and resubmitted as expeditiously as possible. No administrative expenses may be incurred or paid by the Multistate Trustee that are inconsistent with the approved budget, unless the United States and as applicable, the relevant Lead Agency, approve a revised budget or a revised line item for an approved budget, provided, however, that the Multistate Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Each annual budget shall include a forecast of administrative expenditures for the first calendar quarter of the following year (or such longer period as the United States and States that are Lead Agencies shall reasonably request). The Multistate Trust shall regularly, but not less often than annually, and otherwise upon the reasonable request of the United States or the relevant Lead Agency, provide documentation to the United States and the relevant Lead Agency to substantiate compliance with the applicable approved budget and application of Multistate Trust Assets consistent with the terms of this Agreement and the Settlement Agreement. The approved budget shall be funded by the transfer of the approved amount from Multistate Trust Assets.

3.2.3 Remuneration for Multistate Trustee's Start-Up Fees and Expenses.

The Multistate Trustee shall be entitled to remuneration from the Multistate Trust Administrative Account for its reasonable fees and expenses prior to the Effective Date in connection with the Settlement Agreement, this Agreement, and planning and creation of the Multistate Trust, such remuneration not to exceed \$900,000. Where the Multistate Trustee, the United States, and the relevant Lead Agency agree that

Multistate Trustee accrued pre-Effective Date fees and expenses in furtherance of activities that post-Effective Date would constitute Environmental Action at particular Sites (e.g., the Cushing, Oklahoma and Mobile, Alabama Sites), those pre-Effective Date fees and expenses shall be paid from the Environmental Cost Account for the relevant Site. Within 45 days after the Effective Date, the Multistate Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for remuneration from the Multistate Trust Administrative Account for approval by the United States. Within 45 days after the Multistate Trustee, the United States, and the relevant Lead Agency have agreed in writing that certain pre-Effective Date fees and expenses accrued by the Multistate Trustee would constitute Environmental Action at a particular Site, the Multistate Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for remuneration from the relevant Multistate Trust Environmental Cost Account for approval by the United States and the relevant Lead Agency.

3.2.4 Environmental Expenses of the Multistate Trust

The Multistate Trustee shall prepare balance statements and annual budgets of projected expenditures from each of the Multistate Trust Environmental Cost Accounts. The first budget for the remainder of the current calendar year and the next calendar year shall be prepared within ninety (90) days following the Effective Date and annual budgets shall be prepared thereafter on or before each January 1 of the subject calendar year during the term of the Multistate Trust. The Lead Agency shall have the authority to approve or disapprove the proposed budget or revised budget or revised line item of an approved budget for the relevant Multistate Trust Environmental Cost Account after consultation with the Non-Lead Agency (the "Non Lead Agency" will be US EPA for sites where a State is the Lead Agency, and the State when US EPA is the Lead Agency), if the Non-Lead Agency has requested such consultation. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. Except as provided in Section 3.2.1, no expenses may be incurred or paid by the Multistate Trustee that are inconsistent with an approved budget or an approved revised line item for an approved budget, unless the Lead Agency after consultation with the other governmental agency approves a revised budget; provided, however, that the Multistate Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Further, by March 1 of each year during the term of the Multistate Trust and within nine (9) months after termination of the Multistate Trust, the Multistate Trustee shall prepare and submit to the Beneficiaries an annual report with respect to each of the Multistate Trust Environmental Cost Accounts. The annual report shall pertain to the prior calendar year, or if the report is a final report, such period from the most recent annual report to the termination of the Multistate Trust Environmental Cost Accounts.

3.2.5 Reimbursement of Agencies and Performance of Environmental Action by Trust

The Multistate Trustee shall pay funds from a Multistate Trust Environmental Cost Account to the Lead Agency making a written request for funds for reimbursement within thirty (30) days of such request. Such written request shall: (i) be

in accordance with the approved budget set forth in Section 3.2.4 above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs for Environmental Actions incurred after the Effective Date by the Lead Agency with respect to that Site.

3.2.6 The Multistate Trustee shall also pay funds from a Multistate Trust Environmental Cost or Work Account to the Non-Lead Agency making a written request for funds within thirty (30) days of such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to that Site. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.4 above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs for Environmental Actions incurred after the Effective Date by the Non-Lead Agency with respect to that Site that were requested by the Lead Agency. In the case of requests by the Lead Agency to the Multistate Trustee to use the funds from a particular Multistate Trust Environmental Cost Account to perform Environmental Actions in accordance with the approved budget set forth in Section 3.2.4 above, the Multistate Trustee shall utilize the funds and interest earned thereon from that Multistate Trust Environmental Cost Account to undertake such work in accordance with the schedule approved by the Lead Agency. The Multistate Trustee shall seek the prior approval of the Lead Agency of any contractor hired by the Multistate Trustee to perform Environmental Actions and any work plans to be undertaken by the Multistate Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. The Multistate Trustee shall require appropriate general commercial liability insurance, naming the Lead and Non-Lead Agencies as additional insureds, from each contractor hired to perform work. The legal relationship of each contractor to the Multistate Trust and Multistate Trustee is that of an independent contractor professional, not that of an entity employed by the Multistate Trust or the Multistate Trustee. Each contractor shall not be deemed a Multistate Trust Party. Pending approval of the initial annual budget, the Multistate Trust may enter into contracts or incur expenditures to continue ongoing Environmental Action and maintain Site security, provided that such costs are in the Multistate Trust's proposed budget and have not been disapproved by the Lead Agency in writing.

3.3 Liens by Government

Notwithstanding anything to the contrary in this Article III, the Multistate Trust hereby grants to the Multistate Trustee, the United States, and the respective States a first-priority lien on and security interest in the Multistate Trust Assets, except with respect to any real property, to secure the payment of all amounts now or hereafter required to fund Environmental Actions and Multistate Trustee costs, fees, and expenses, including, without limitation, amounts owed to, accrued or reserved on account of the Multistate Trust or to be retained by the Multistate Trustee hereunder or otherwise due hereunder. However, only the Multistate Trustee shall have a first-priority lien on and security interest in the Multistate Trust Administrative Account and only the United States and the respective States shall have a first-priority lien on and security interest in the Multistate Trust Environmental Cost Accounts. The Multistate Trust agrees to take appropriate actions and execute appropriate documents to perfect the Multistate Trustee's,

United States', and respective States' liens and security interest hereunder. Reasonable costs and fees associated with the perfection of the Multistate Trustee's lien shall be paid from the Multistate Trust Administrative Account. Reasonable costs and fees associated with the perfection of the United States' and respective State's liens shall be paid from the applicable Multistate Trust Environmental Cost Accounts.

3.4 Manner of Payment

Cash payments made by the Multistate Trust pursuant to the Settlement Agreement and this Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured selected by the Multistate Trustee, or by wire transfer from such a domestic bank, at the option of the Multistate Trustee.

3.5 Unclaimed Distributions

In the event that funds remain in the Multistate Trust at its termination, the amounts remaining shall be transferred, as directed by the United States in consultation with all affected States, to first, (i) the Nevada Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts, the Savannah Trust Environmental Cost Account, or any of the Cimarron Trust Environmental Cost Accounts if there are Environmental Actions to be performed and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions, second, (ii) Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds; or third, (iii) the Superfund.

ARTICLE IV THE MULTISTATE TRUSTEE

4.1 Appointment

4.1.1 Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee, is hereby appointed to serve as the Multistate Trustee to administer the Multistate Trust and the Multistate Trust Accounts, in accordance with the Settlement Agreement and this Agreement, and the Multistate Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date of this Agreement. Subject to the provisions of Section 4.10 herein, the term of the Multistate Trustee shall be for ten years at which time the Multistate Trustee may be re-appointed or terminated. Any successor Multistate Trustee shall be proposed by the Beneficiaries and appointed by the Bankruptcy Court in accordance with Section 4.11 of this Agreement. If the Multistate Trustee is not reappointed and no successor Multistate Trustee is appointed by the expiration of the Multistate Trustee's term, the Court may reappoint the Multistate Trustee or appoint a successor Multistate Trustee.

4.1.2 After consultation with the United States and the States, the Multistate Trust is authorized to obtain the services of one or more environmental consultants to implement the future Environmental Actions (the "Consultant(s)"). The

Consultant(s) shall obtain environmental, general and professional liability insurance in the range of \$1,000,000 to \$10,000,000 as agreed to by the Multistate Trust after consultation with the United States and States. The beneficiary of the insurance policies shall be the Multistate Trust and shall cover negligence committed by the Consultant(s) in implementing the future Environmental Actions or any other negligence committed by the Consultant(s). The legal relationship of the Consultant(s) to the Multistate Trust and Multistate Trustee is that of an independent contractor professional, not that of an entity employed by the Multistate Trust or the Multistate Trustee. The Consultant(s) shall not be deemed a Multistate Trust Party.

4.2 Generally

The Multistate Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Multistate Trust and the Settlement Agreement and not otherwise. The Multistate Trustee shall have the authority to bind the Multistate Trust, and any successor Multistate Trustee, or successor or assign of the Multistate Trust, but shall for all purposes hereunder be acting in its representative capacity as Multistate Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Multistate Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Multistate Trustee believes in good faith such action or omission is not consistent with the Multistate Trustee's fiduciary duties. The Multistate Trustee shall not be deemed to have breached its fiduciary duties in connection with any act or omission that is consistent with written directions received from the Court. The Multistate Trustee shall have no obligations to perform any activities for which the relevant Environmental Cost Account lacks sufficient funds.

4.3 Powers

In connection with the administration of the Multistate Trust, except as otherwise set forth in this Agreement or the Settlement Agreement, the Multistate Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the Multistate Trust. The powers of the Multistate Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Multistate Trust Assets, withdraw, make distributions and pay taxes, if applicable or required, and other obligations owed by the Multistate Trust or the Multistate Trust Accounts from funds held by the Multistate Trustee and/or the Multistate Trust (or the Multistate Trust Accounts) in accordance with the Settlement Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Multistate Trust, if applicable; (ii) to engage employees and professional Persons to assist the Multistate Trust and/or the Multistate Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Multistate Trust Assets from the Multistate Trust Accounts for the purposes contemplated in this Agreement and the Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including to exercise such other powers as may be vested in or assumed by the Multistate Trust and/or the Multistate Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement and the Settlement Agreement. No Person dealing with the Multistate Trust shall be obligated to inquire into the authority of the Multistate Trustee in connection with the protection, conservation or disposition of Multistate

Trust Assets. The Multistate Trustee is authorized to execute and deliver all documents on behalf of the Multistate Trust to accomplish the purposes of this Agreement and the Settlement Agreement.

4.4 Other Professionals

After consultation with the United States and the applicable States, the Multistate Trust is authorized to retain on behalf of the Multistate Trust and pay such third parties as the Multistate Trustee (in accordance with a budget approved pursuant to Section 3.2 above) may deem necessary or appropriate to assist the Multistate Trustee in carrying out its powers and duties under this Agreement and the Settlement Agreement, including, without limitation, (i) legal counsels to the Multistate Trust and/or Multistate Trustee, (ii) one or more public accounting firms to perform such bookkeeping functions, reviews and/or audits of the financial books and records of the Multistate Trust as may be appropriate in the Multistate Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Multistate Trust or the Multistate Trust Accounts as may be required, and (iii) environmental consultants, investment advisors, custodians, security personnel, engineers, surveyors, brokers, contractors, clerks, and other third parties. The Multistate Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with budgets approved as provided in Section 3.2. Fees due to an investment advisor that are expressed as a percentage of the assets under management or return on investment need not be included in a budget, provided that the United States and the applicable State(s) approve of the investment advisor and the stated percentage.

4.5 Limitation of the Multistate Trustee's Authority

The Multistate Trust and the Multistate Trustee shall not and are not authorized to engage in any trade or business with respect to the Multistate Trust Assets or any proceeds therefrom except as and to the extent the same is deemed in good faith by the Multistate Trustee to be reasonably necessary or proper for the conservation or protection of the Multistate Trust Assets, or the fulfillment of the purposes of the Multistate Trust. The Multistate Trust and the Multistate Trustee shall not take any actions that would cause the Multistate Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6 Reliance by the Multistate Trust Parties

Except as may otherwise be provided herein: (a) the Multistate Trust Parties may rely on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, or other electronic or paper document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Multistate Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons dealing with the Multistate Trust Parties shall look only to the Multistate Trust Assets to satisfy any liability incurred by the Multistate Trust Parties to such person in carrying out the terms of this Agreement or any order of the Court, and the Multistate Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Section 4.9.1.

4.7 Compensation of the Multistate Trustee

The Multistate Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Multistate Trustee for the actual reasonable out-of-pocket fees, costs, and expenses to the extent incurred by the Multistate Trustee in connection with the Multistate Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the Multistate Trust), professional fees, postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with an annual budget or fee schedule approved by the Beneficiaries. The Multistate Trustee, and employees of the Multistate Trust, and the Multistate Trustee, and the corporate parent of the Multistate Trustee who perform services for the Multistate Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Multistate Trust in accordance with an annual budget or fee schedule approved by the Beneficiaries.

The Multistate Trust Assets shall be subject to the claims of the Multistate Trustee, and the Multistate Trustee shall be entitled to reimburse itself out of any available cash in the Multistate Trust Administrative Account, or for services performed in furtherance of Environmental Actions for specific sites out of available funds in the applicable Multistate Trust Environmental Cost Accounts, and the Multistate Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the Multistate Trustee shall be paid from the Multistate Trust Assets.

4.8 Liability of Multistate Trust Parties

4.8.1 In no event shall any of the Multistate Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Settlers or any other Multistate Trust Party. The liability of the Multistate Trust Parties shall be limited as provided in the Settlement Agreement, and the Multistate Trust Parties shall, further, be indemnified and exculpated in accordance with Section 4.9 of this Agreement. The Multistate Trustee shall not be deemed in breach of its duties or responsibilities on account of the insufficiency of funds. Funding from a Multistate Trust Environmental Cost Account or Work Account may not be used except as otherwise expressly provided by and in accordance with the Settlement Agreement. Funding from a Multistate Trust Environmental Cost Account for any Multistate Owned Funded Site may not be used for any other Owned Site or Non-Owned Site, except as otherwise expressly provided by and in accordance with the Settlement Agreement.

4.8.2 As provided in Sections XVI, XVII, XVIII of the Settlement Agreement, the Multistate Trust Parties are deemed to have resolved their civil liability under CERCLA, RCRA and state Environmental Laws to the United States and States, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2) or similar state law for matters addressed in the Settlement Agreement. The Multistate Trust Parties shall have the benefits of the covenants not to sue as set forth in Section XVI of the Settlement Agreement, of contribution protection as set forth in Section XVIII of the Settlement Agreement and of

the provisions as set forth in Section XVII of the Settlement Agreement. Nothing in this Agreement is intended to, or should be construed as, in any way limiting the covenants, protections, and immunities conferred on the Multistate Trust Parties pursuant to the Settlement Agreement and other applicable law.

4.8.3 No provision of this Agreement or the Settlement Agreement shall require the Multistate Trustee to expend or risk its own personal funds or otherwise incur any personal financial liability in the performance of any of its duties or the exercise of any of its authorities as Multistate Trustee hereunder. Notwithstanding the foregoing, the Multistate Trustee shall satisfy from its own funds any liability imposed by a court of competent jurisdiction on account of Multistate Trustee's fraud or willful misconduct.

4.9 Exculpation and Indemnification

4.9.1 Exculpation

None of the Multistate Trust Parties shall be personally liable unless the Court, by a final order, finds that it committed acts that constitute fraud or willful misconduct after the Effective Date in relation to the Multistate Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute fraud or willful misconduct. For the avoidance of doubt, the term "approval of the Court" in this Section 4.9.1 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated, et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement. Any judgment against a Multistate Trust Party and any costs of defense relating to any Multistate Trust Party shall be paid from and limited to funds from the Multistate Trust Environmental Cost Account for the relevant Site or the Multistate Trust Administrative Account without the Multistate Trust Party having to first pay from its own funds for any personal liability or costs of defense unless a final order of the Court, that is not reversed on appeal, determines that it committed a breach of its fiduciary duties and/or fraud or willful misconduct in relation to the Multistate Trust Party's duties. Nothing herein shall permit any judgment against the Multistate Trust Environmental Cost Account related to a particular Multistate Site to be paid from the Multistate Trust Environmental Cost Account for another Site.

4.9.2 The Multistate Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Multistate Trust Assets and the discharge of the powers and duties conferred upon the Multistate Trust and/or Trustee by the Settlement Agreement or this Agreement or any order of court entered pursuant to or in furtherance of the Settlement Agreement or this Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Multistate Trust Party for any claim against Debtors, for making payments in accordance with the Settlement Agreement, this

Agreement, or any order of court, or for implementing the provisions of the Settlement Agreement, this Agreement, or any order of court. Nothing in this Paragraph or this Agreement shall preclude the Governments from enforcing the terms of this Agreement against the Multistate Trust Parties. Notwithstanding anything in Section 4.9.2 or elsewhere in this Agreement to the contrary, nothing in this Agreement shall be construed to exculpate the Multistate Trust Parties from any liability resulting from any act or omission constituting fraud, willful misconduct, or criminal conduct.

4.9.3 Indemnification

The Multistate Trust shall indemnify, defend and hold harmless (without the Multistate Trust Parties having to first pay from their personal funds) the Multistate Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) and any other assertion of liability arising out of or in relation to the discharge of the Multistate Trustee's powers and duties, to the fullest extent permitted by applicable law, provided that such indemnification, and any related recovery, shall be limited to funds in the Multistate Trust Environmental Cost Account for the relevant property and the Multistate Trust Administrative Account. Without limiting the foregoing, any such judgment against a Multistate Trust Party and any such costs of defense relating to any Multistate Trust Party shall be paid by the Multistate Trust consistent with the terms and conditions of this Section 4.9.3. Notwithstanding the foregoing, to the extent fraud or willful misconduct of any Multistate Trust Party is alleged and the Court finds, by a final order, that such Multistate Trust Party committed fraud or willful misconduct after the Effective Date in relation to the Multistate Trustee's duties, there shall be no indemnification, of that Multistate Trust Party, for any judgments arising from such allegations of fraud or willful misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct or fraud. For the avoidance of doubt, the term "Court approval" in this Section 4.9.3 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated, et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement.

4.10 Termination, Replacement, and Removal of the Multistate Trustee.

4.10.1 Termination

The duties, responsibilities and powers of the Multistate Trustee will terminate on the date the Multistate Trust is dissolved under applicable law in accordance with the Settlement Agreement, or by an order of the Court; provided that this Section and Sections 4.6, 4.8, and 4.9 above shall survive such termination, dissolution and entry. The Multistate Trustee may resign by giving not less than thirty (30) days prior written notice thereof to the Court, the United States, and the States, provided that this Section and Sections 4.6, 4.8, and 4.9 shall survive such resignation.

4.10.2 Replacement

The Multistate Trustee may be replaced upon completion of any ten year term; provided, however, that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such replacement.

4.10.3 Removal

The Multistate Trustee may be removed or the Multistate Trust Assets may be transferred to the US EPA and/or the States by:

- (1) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that the Multistate Trustee committed fraud or willful misconduct after the Effective Date in relation to the Multistate Trustee's duties under the Multistate Trust; or
- (2) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the Multistate Trustee in any material respect, as a result of negligence, exacerbates hazardous conditions at any of the Multistate Owned Active Sites, (ii) is seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Settlement Agreement, or (iii) has violated the provisions of this Agreement or other related implementation agreements. In the event of the occurrence of 2(i), 2(ii) or 2(iii), the United States and the State in which the relevant site is located may jointly direct that (i) the Multistate Trustee be replaced in accordance with the Multistate Trust Agreement or (ii) all remaining funds and future recoveries in the Multistate Trust be paid to US EPA or to the applicable State to be used in accordance with the terms of this Agreement or the Settlement Agreement. In the event the funds are so paid, so long as title to any Multistate Owned Site remains in the name of the Multistate Trust or Multistate Trustee, funds deemed reasonably sufficient by the applicable beneficiaries to cover property taxes and other property management costs to be paid by the Multistate Trust for any Multistate Owned Site shall be left in the Multistate Trust Administrative Account.
- (3) The provisions of this Section and Section 4.6, 4.8 and 4.9 above shall survive the removal of the Multistate Trustee or transfer of funds.

4.11 Appointment of Successor Multistate Trustees

Any successor Multistate Trustee shall be proposed by the United States and the States and appointed by the Court. Any successor Multistate Trustee appointed hereunder shall execute

an instrument accepting such appointment hereunder and shall file such acceptance with the Multistate Trust records. Thereupon, such successor Multistate Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Multistate Trust with like effect as if originally named herein; provided, however, that a removed or resigning Multistate Trustee shall, nevertheless, when requested in writing by the successor Multistate Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Multistate Trustee under the Multistate Trust all the estates, properties, rights, powers, and trusts of such predecessor Multistate Trustee.

4.12 No Bond

Notwithstanding any state law to the contrary, the Multistate Trustee, including any successor Multistate Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V BENEFICIARIES

5.1 Beneficiaries

Beneficial interests in the Multistate Trust shall be held by each of the Beneficiaries.

5.2 Identification of Beneficiaries

5.2.1 In order to determine the actual names and addresses of the authorized representatives of a Beneficiary, the Multistate Trust and the Multistate Trustee shall be entitled to rely conclusively on the name and address of the authorized representative for such Beneficiary listed in Exhibit "C" to this Agreement, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Multistate Trustee in the future by an authorized representative of such Beneficiary.

5.2.2 The Multistate Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Multistate Trustee is required to submit to a Beneficiary under the Settlement Agreement and this Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the person(s) listed in Exhibit "C" to this Agreement as applicable.

5.3 Non-Beneficiaries

Upon the Effective Date of this Agreement, the Settlor and Reorganized Tronox shall have no interests including, without limitation, any reversionary interest, in the Multistate Trust or any Multistate Trust Assets. The States and the United States shall be the sole beneficiaries of the Multistate Trust Accounts. Neither Settlor nor Reorganized Tronox shall have any rights or interest to the Multistate Trust Assets distributed to the Multistate Trust Accounts, nor to any funds remaining in any of the Multistate Trust Accounts upon the completion of any and all final

actions and disbursements for any and all final costs with respect to the Multistate Owned Sites and Non-Owned Service Stations.

5.4 Transfer of Beneficial Interests

The interest of the Beneficiaries in the Multistate Trust, which are reflected only on the records of the Multistate Trust maintained by the Multistate Trust, are not negotiable and may be transferred only after written notice to the Multistate Trust, by order of the Court or by operation of law. The Multistate Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Multistate Trust, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Multistate Trust. Until a transfer is in fact recorded on the books and records maintained by the Multistate Trust for the purpose of identifying Beneficiaries, the Multistate Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Beneficiaries, as though it has no notice of any such transfer, and in so doing the Multistate Trust and Multistate Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Multistate Trust may not be transferred to the Settlers, Reorganized Tronox, or any Persons related to any of the preceding (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI REPORTING AND TAXES

6.1 Reports

As soon as practicable after the end of each calendar quarter, beginning with the quarter ended after assets are first received by the Multistate Trust and ending as soon as practicable upon termination of the Multistate Trust, the Multistate Trust shall submit to the Beneficiaries a written report, including: (a) financial statements of the Multistate Trust at the end of such calendar quarter or period and the receipts and disbursements of the Multistate Trust for such period; and (b) a description of any action taken by the Multistate Trust in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Multistate Trust and of which notice has not previously been given to the Beneficiaries. The Multistate Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the Multistate Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries) hereunder. The Multistate Trust shall also provide the reports or information required by Section 3.2 of this Agreement.

6.2 Other

The Multistate Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Multistate Trust, that are required by any applicable governmental unit.

6.3 Reports in Support of Insurance Claims

The Multistate Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the United States and the States and shall provide the United States and the States a copy of any such reports and cost analyses.

6.4 Taxes

The Multistate Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Multistate Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Multistate Trustee shall file tax returns and pay applicable taxes, if any, with respect to the Multistate Trust in a manner consistent with the provisions of the QSF Regulations. All such taxes shall be paid from the Multistate Trust Administrative Account, except that taxes, if any, on gains to the Multistate Environmental Cost Accounts shall be paid from the Multistate Environmental Cost Accounts. Settlers may make an election to treat the Multistate Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1). To the extent Settlers make such an election, (a) the Multistate Trustee will provide, at Settlers’ expense, reasonable cooperation to Settlers as needed to facilitate such election, (b) the Multistate Trustee will file any returns or reports required by the QSF Regulations or Treasury Regulation section 1.671-4, and (c) the Multistate Trustee will provide the Settlers, as transferors to the Multistate Trust, with any statements or reports required by the QSG Regulations or Treasury Regulation section 1.671-4, in order to enable the Settlers to calculate their share of the Multistate Trust’s tax obligations and attributes. For the avoidance of doubt, any grantor trust election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under the Settlement Agreement or this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the Multistate Trust, the United States, and the affected State(s); provided, however, that no change shall be made to this Agreement that would alter the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the Multistate Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the Multistate Trustee, the rights or obligations of, or the liability protections or immunities accorded to, the Multistate Trustee. Technical amendments to this Agreement may be made as necessary, to clarify this Agreement or to enable the Multistate Trustee to effectuate the terms of this Agreement, or perform its intended duties in a manner consistent with the Settlement Agreement with the mutual consent of the Multistate Trust, the United States, and the affected State(s).

7.2 Tax Treatment

The Multistate Trust created by this Agreement is intended to be treated as a qualified settlement fund eligible to elect grantor trust classification pursuant to the QSF Regulations for

federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent.

7.3 Cooperation

Settlors and Reorganized Tronox represent that they have provided, or have provided access to, all relevant documents and other information in their possession, and otherwise have complied, and will continue to comply, post-Effective Date, with the provisions governing transfers of Real Property Information and Environmental Information set forth at Section XIX of the Settlement Agreement.

The Multistate Trust and Multistate Trustee shall take such actions and execute such documents as are reasonably requested by Settlor with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Agreement or the Settlement Agreement and would not derogate from the liability protections or immunities accorded to the Multistate Trustee in this Agreement or the Settlement Agreement. To the extent that Settlor requests the Multistate Trust and/or the Multistate Trustee to take such an action, the Multistate Trust and Multistate Trustee shall do so at the sole expense of the Settlor and Settlor agree to separately fund and pay such expense(s).

7.4 Situs of the Multistate Trust

The situs of the Multistate Trust herein established is New York, and, except to the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Multistate Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of law thereof.

7.5 Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if sent by reliable overnight delivery service, or if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended, to the name and address set forth in the case of a Beneficiary in Section 5.2 of this Agreement or such other address provided in writing to the Multistate Trust by an authorized representative of the respective Beneficiary.

7.7 Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.8 Actions Taken on Other Than Business Day

If any payment or act under the Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this agreement, a business day shall be any of the days Monday through Friday excluding federally recognized holidays.

7.9 Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail, with the exception of Article IV and Section 1.1.26, in which case this Agreement controls.

7.10 Compliance with Laws

Any and all distributions of Multistate Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11 Preservation of Privilege.

In connection with the rights, claims, and causes of action that constitute the Multistate Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Multistate Trust shall vest in the Multistate Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12 No Recourse to Beneficiaries.

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Multistate Trust, and in no event shall the Multistate Trust or the Multistate Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.

7.13 Uniform Custodial Trust Act.

The Multistate Trust Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT

FOR THE UNITED STATES OF AMERICA

Date: 2/9/11




ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 2/11/11

PREET BHARARA
United States Attorney for the
Southern District of New York

By:



ROBERT WILLIAM YALEN
TOMOKO ONOZAWA
JOSEPH A. PANTOJA
Assistant United States Attorneys
86 Chambers Street
New York, New York 10007
Tel: (212) 637-2722
Fax: (212) 637-2686

Date: 2/10/11



ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

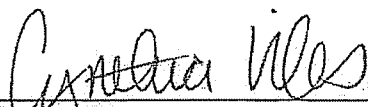
Date: 2/10/11




FREDERICK PHILLIPS, Attorney
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 1/14/11

By: 
CYNTHIA GILES
Assistant Administrator for Enforcement
and Compliance Assurance
U.S. Environmental Protection Agency


Date: 1/14/11

By: 
CRAIG KAUFMAN
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460

In re: Tronox, Inc., et al., Case No. 09-10156 (ALG)

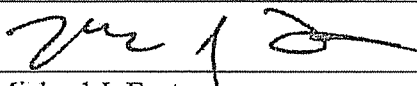
FOR TRONOX LUXEMBOURG S.ar.L

Date: _____

By: 
Michael J. Foster
Attorney-in-Fact

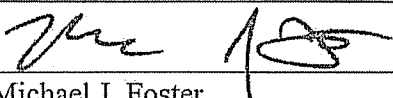
FOR TRONOX INCORPORATED

Date: _____

By: 
Michael J. Foster
Vice President, General Counsel & Secretary

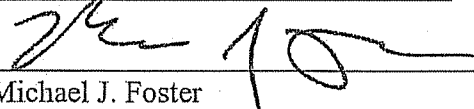
FOR CIMARRON CORPORATION

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary


FOR SOUTHWESTERN REFINING COMPANY, INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

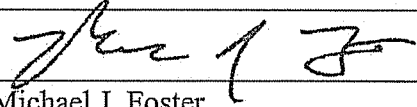
FOR TRANSWORLD DRILLING COMPANY

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

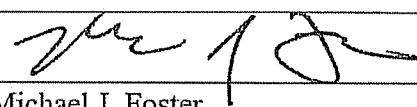
FOR TRIANGLE REFINERIES, INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

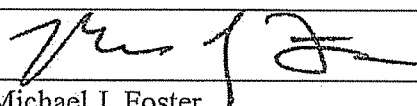
FOR TRIPLE S, INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

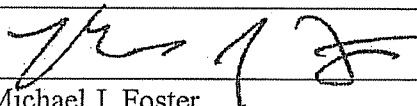
FOR TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary


FOR TRIPLE S MINERALS RESOURCES CORPORATION

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S REFINING CORPORATION

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX LLC

Date: _____

By: _____

Michael J. Foster
Manager, Vice President & Secretary

FOR TRONOX FINANCE CORP.

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX HOLDINGS, INC.

Date: _____

By: _____

Michael J. Foster
Director
Vice President & Secretary

FOR TRONOX PIGMENTS (SAVANNAH) INC.

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX WORLDWIDE LLC

Date: _____

By: _____

Michael J. Foster
Manager, Vice President & Secretary

FOR THE STATE OF ALABAMA

LUTHER STRANGE
Attorney General
State of Alabama

By: Thomas L. Johnston
Thomas L. Johnston (JOH081)
Assistant Attorney General

Date: February 9, 2011

By: Antoinette Jones
Antoinette Jones (JON018)
Assistant Attorney General

Date: February 9, 2011

**FOR THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION**


Date: 2/10/11

By: 

Jonathan H. Alden
Senior Assistant General Counsel
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 35
Tallahassee, FL 32399-3000
Telephone: (850) 245-2238
Facsimile: (850) 245-2303
E-mail: jonathan.alden@dep.state.fl.us

FOR THE STATE OF GEORGIA

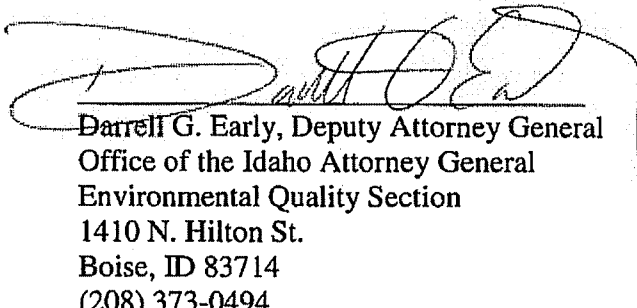
Date: 2/11/2011



Georgia Environmental Protection
Division

FOR THE STATE OF IDAHO

Date: 2/9/11



Darrell G. Early, Deputy Attorney General
Office of the Idaho Attorney General
Environmental Quality Section
1410 N. Hilton St.
Boise, ID 83714
(208) 373-0494

FOR THE STATE OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS
ex rel. LISA MADIGAN
Attorney General of the State of Illinois


MATTHEW J. DUNN, Chief
Environmental Enforcement
Asbestos Litigation Division

BY: _____
THOMAS DAVIS, Chief
Assistant Attorney General
Environmental Bureau South

DATE: _____

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency

BY:  _____
JOHN J. KIM
Chief Legal Counsel

DATE: 1/28/11

FOR THE STATE OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS

ex rel. LISA MADIGAN

Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief

Environmental Enforcement

Asbestos Litigation Division

BY: 

THOMAS DAVIS, Chief

Assistant Attorney General

Environmental Bureau South

DATE: 1/28/11

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

DOUGLAS P. SCOTT, Director

Illinois Environmental Protection Agency

BY: _____

JOHN J. KIM

Chief Legal Counsel

DATE: _____

**Indiana's Signature Page for
"ENVIRONMENTAL TRUST AGREEMENT"
in the case of Tronox Incorp., US Brc Ct. SD NY Case No. 09-10156 (ALG)**

Indiana Department of
Environmental Management

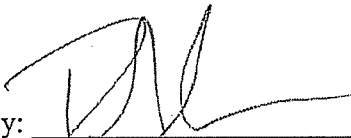
Gregory F. Zoeller,
Attorney General of Indiana
Atty. No. 1958-98

By:



Thomas W. Easterly,
Commissioner

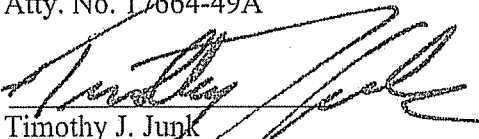
By:



Patricia Orloff Erdmann
Chief Counsel for Litigation
Atty. No. 17664-49A

Ind. Dept. of Environmental Mgmt
100 North Senate Avenue
MC 50-01, ICGN 1301
Indianapolis, IN 46204

By:



Timothy J. Junk
Dep. Atty. Gen.
Atty. No. 5587-02

Office of the Attorney General
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204

Date:

1/27/11

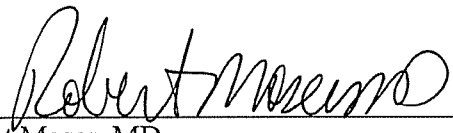
FOR THE STATE OF IOWA

DATE:

BY: Wayne Gieselman
Wayne Gieselman
Division Administrator
Iowa Department of Natural Resources

FOR THE STATE OF KANSAS

Date: 1/27/2011



Robert Moser, MD
Acting Secretary
Kansas Department of Health and Environment

Tronox Multistate Trust Agreement

FOR THE STATE OF LOUISIANA

LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY
Peggy M. Hatch, Secretary

Date: 11 Feb 2011

By:



Cheryl Sonnier Nolan, Assistant Secretary
Office of Environmental Compliance

FOR THE STATE OF MISSISSIPPI

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

Date: 1-31-11

By: 

Trudy D. Fisher
Executive Director
Mississippi Department of Environmental
Quality
P.O. Box 2261
Jackson, Mississippi 39225

FOR THE STATE OF MISSOURI

Date: 1/25/11


CHRIS KOSTER

Attorney General for the State of Missouri

JOHN K. MCMANUS

Chief Counsel

Agriculture and Environment Division

P.O. Box 899

Jefferson City, Missouri 65102

Tel.: 573-751-8370

Fax: 573-781-8796

Email: jack.mcmanus@ago.mo.gov

Date: 1/25/11


for Leanne Tippet Mosby

Director

Division of Environmental Quality


Missouri Department of Natural Resources

P.O. Box 176

Jefferson City, Missouri 65102

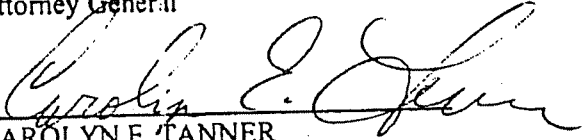
FOR THE STATE OF NEVADA

NEVADA DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES,
DIVISION OF ENVIRONMENTAL
PROTECTION

Date: 2/11/11 By: 
COLLEEN CRIPPS, Ph.D.
Administrator

Approved as to form:

CATHERINE CORTEZ MASTO
Attorney General

Date: 2.11.11 By: 
CAROLYN E. TANNER
Deputy Attorney General

FOR THE STATE OF NEW YORK

ERIC T. SCHNEIDERMAN

Date: January 27, 2011

By:



Linda E. White

Assistant Attorney General
Office of the New York State
Attorney General

Main Place Tower, Ste. 300A

350 Main Street

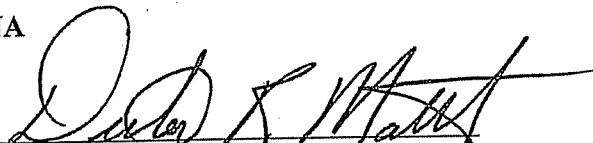
Buffalo, New York 14202

Tel: (716) 853-8466

Fax: (716) 853-8571

FOR THE STATE OF NORTH CAROLINA

Date: 1-28-11


Dexter R. Matthews
Director, Division of Waste Management
Department of Environment and
Natural Resources

FOR THE STATE OF OHIO

Date: 10 Feb 11



Dale T. Vitale
Assistant Attorney General
Ohio Attorney General's Office
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, OH 43215
Telephone: (614) 466-2766
Facsimile: (614) 644-1926
E-mail:
dale.vitale@ohioattorneygeneral.gov

FOR THE STATE OF OKLAHOMA

Date: 2-10-11

Gary L. Sherrer
GARY SHERRER
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

Date: _____

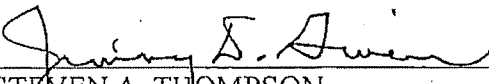
STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

FOR THE STATE OF OKLAHOMA

Date: _____

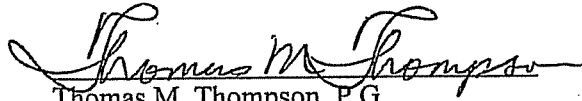
GARY SHERRER
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

Date: 2-11-2011

for 
STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

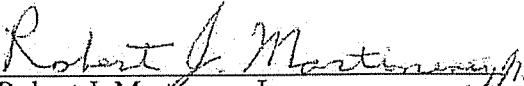
**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Date: 1/26/2011


Thomas M. Thompson, P.G.
Professional Geologist Manager
Environmental Cleanup Program

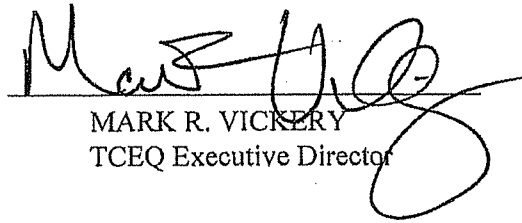
FOR THE STATE OF TENNESSEE

Date: 2/9/11


Robert J. Martineau, Jr.
Commissioner
Dept. of Environment and Conservation

FOR THE STATE OF TEXAS

Date: 2-1-2011


MARK R. VICKERY
TCEQ Executive Director

FOR THE STATE OF WISCONSIN

Date: 2/10/11

CATHY STEPP
Secretary

Matt Moroney
MATT MORONEY
Deputy Secretary
Wisconsin Department of Natural Resources

Approved as to form:

Date: 2/10/11

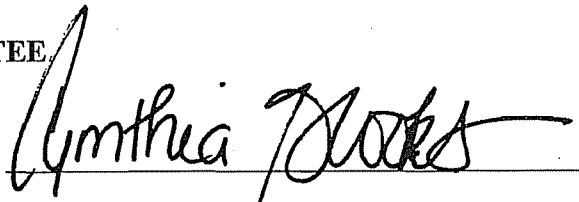
J.B. VAN HOLLEN
Attorney General

Anne C. Murphy
ANNE C. MURPHY
Assistant Attorney General
State Bar # 1031600
Attorneys for the State of Wisconsin

FOR THE MULTISTATE TRUSTEE

Date:

2/9/2011

A handwritten signature in black ink, appearing to read "Cynthia Brooks", written over a horizontal line.

Greenfield Environmental Multistate Trust LLC
Not Individually But Solely In Its Representative
Capacity

As Trustee for the Multistate Environmental Response
Trust

By: Greenfield Environmental Trust Group, Inc., Member

By: Cynthia Brooks, President

EXHIBIT “A-1”
Owned Funded Sites

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	MOBILE SITE	MOBILE PIGMENT COMPLEX	MOBILE PIGMENT COMPLEX	Mobile	AL	Multistate	YES	AL	
2	BIRMINGPORT SITE	BIRMINGPORT TERMINAL	7955 BIRMINGPORT RD	Mulga	AL	Multistate	YES	AL	
3	JACKSONVILLE TERMINAL	JACKSONVILLE - TALLEYRAND	2470 TALLEYRAND AVE	Duval	FL	Multistate	YES	FL	
4	JACKSONVILLE TERMINAL	JACKSONVILLE - TERMINAL	JACKSONVILLE TERMINAL	Duval	FL	Multistate	YES	FL	
5	KERR-MCGEE JACKSONVILLE SITE	JACKSONVILLE - CHEM PLANT	1611 TALLEYRAND AVE	Duval	FL	Multistate	YES	FL	
7	SODA SPRINGS SITE	SODA SPRINGS - 1963 - Part 1	ACQUIRED PRIOR TO 1963	Caribou	ID	Multistate	YES	ID	
8	SODA SPRINGS SITE	SODA SPRINGS - FEE 236 - Part 2	#2 OF 3 PARCELS AT SODA SPGS	Caribou	ID	Multistate	YES	ID	
9	SODA SPRINGS SITE	SODA SPRINGS - VANADIAM-Part 3	ADJ TO VANADIUM PLANT	Caribou	ID	Multistate	YES	ID	
10	SODA SPRINGS SITE	SODA SPRINGS PLANT SITE	TWO MILES NORTH ON STATE HIGHWAY 34	Soda Springs	ID	Multistate	YES	ID	
33	MADISON SITE	MADISON-- Part 1 - E & S BNDRY	ADJ TO E & S BOUNDARY	Madison	IL	Multistate	YES	IL	
34	MADISON SITE	MADISON-- Part 2 - LECLADE #1	ADJ TO N BOUNDARY	Madison	IL	Multistate	YES	IL	
35	MADISON SITE	MADISON-- Part 3 - LECLADE #2	ADJ TO N BOUNDARY	Madison	IL	Multistate	YES	IL	
36	MADISON SITE	MADISON-- Part 4 - N & S R-O-W	NORTH/SOUTH RIGHT OF WAY	Madison	IL	Multistate	YES	IL	
37	MADISON SITE	MADISON-- Part 5 - TREATING PLANT	NO. 2 WASHINGTON AVE	Madison	IL	Multistate	YES	IL	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
38	SAUGET SITE	SAUGET	2702 OGDEN AVE	Sauget	IL	Multistate	YES	IL	
39	INDIANA WOOD TREATING SITE	INDIANAPOLIS - TREATING	1450 SOUTH EARHART STREET	Indianapolis	IN	Multistate	YES	IN	
40	INDIANA WOOD TREATING SITE	INDIANAPOLIS - 1735 LASALLE	1735 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
41	INDIANA WOOD TREATING SITE	INDIANAPOLIS - 1747 LASALLE	1747-1749 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
42	INDIANA WOOD TREATING SITE	INDIANAPOLIS - SHERMAN AVE	ON SOUTH SHERMAN AVENUE	Marion	IN	Multistate	YES	IN	
43	INDIANA WOOD TREATING SITE	INDIANAPOLIS - STEWART	STEWART MEMORIAL CHURCH	Marion	IN	Multistate	YES	IN	
44	INDIANA WOOD TREATING SITE	INDIANAPOLIS - VANDEMAN	1717 VANDEMAN STREET	Marion	IN	Multistate	YES	IN	
45	INDIANA WOOD TREATING SITE	INDIANAPOLIS-BARRINGTON	BARR.MANOR & MN HTS LOTS	Marion	IN	Multistate	YES	IN	
46	INDIANA WOOD TREATING SITE	INDIANAPOLIS-LASALLE	1745 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
47	RUSHVILLE SITE	RUSHVILLE - 114,115	LOTS 114, 115	Rush	IN	Multistate	YES	IN	
48	RUSHVILLE SITE	RUSHVILLE - 78, 79, 80, 81 & 82	LOTS 78, 79, 80, 81 & 82	Rush	IN	Multistate	YES	IN	
49	BOSSIER CITY SITE	BOSSIER CITY FORMER WOOD TREATING SITE	600 HAMILTON RD	Bossier City	LA	Multistate	YES	LA	
50	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / CHAMBLISS	0.916 ACRES ON GRIGGS RD.	Ouachita	LA	Multistate	YES	LA	
51	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / GOLSON	3 ACRES - GOLSON	Ouachita	LA	Multistate	YES	LA	
52	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / GREENE	20 ACRES, GREENE	Ouachita	LA	Multistate	YES	LA	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
53	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / MASSEY B.	7.5 ACRES-MASSEY(BRUCE)	Ouachita	LA	Multistate	YES	LA	
54	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / MASSEY L.	LARRY W. MASSEY PROPERTY	Ouachita	LA	Multistate	YES	LA	
55	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / NICHOLS	242 GRIGGS ROAD	Ouachita	LA	Multistate	YES	LA	
56	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / TURNER	3 ACRES - TURNER	Ouachita	LA	Multistate	YES	LA	
57	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / WILLIAMS	0.51 ACRE W/HOUSE - WILLIAMS	Ouachita	LA	Multistate	YES	LA	
58	SPRINGFIELD SITE	SPRINGFIELD FORMER WOOD TREATING	Lot 51B, GOLDEN HILLS	Greene	MO	Multistate	YES	MO	
59	KANSAS CITY SITE	KANSAS CITY TREATING PLANT	2300 OAKLAND (AT SOUTH 23RD STREET & I-435)	Kansas City	MO	Multistate	YES	MO	
60	SPRINGFIELD SITE	SPRINGFIELD- TREATING PLANT	2800/ 3800 W. HIGH STREET	Springfield	MO	Multistate	YES	MO	
61	COLUMBUS SITE	COLUMBUS TREATING	2300 SOUTH 14TH AVENUE	Columbus	MS	Multistate	YES	MS	
62	MERIDIAN SITE	MERIDIAN ORPHAN SITE	NORTH, ORPHAN SITE	Lauderdale	MS	Multistate	YES	MS	
63	COLUMBUS SITE	COLUMBUS - LOT 5 SQUARE	SE/C 14TH AVE NO. & 21ST N. (2300 14TH AVE)	Lowndes	MS	Multistate	YES	MS	
64	MERIDIAN SITE	MERIDIAN TREATING	HIGHWAY 11 SOUTH (310 HIGHWAY S)	Meridian	MS	Multistate	YES	MS	
65	NAVASSA SITE	WILMINGTON PLANT- Abandoned	NAVASSA ROAD	Navassa	NC	Multistate	YES	NC	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
67	BRISTOL MINE SITE	PATENT MINING CLAIMS AND ASSOCIATED LAND NEAR BRISTOL MINE SITES	T3N, R66E (Additional Details on Attachment A-4)	Pioche Area	NV	Multistate	YES	NV	
68	CASELTON MINE SITE	PATENT MINING CLAIMS AND ASSOCIATED LAND NEAR CASELTON MINE SITES	T01N, R67 E, SEC. 32, E ½ AND W ½, AND T01S, R67E, SEC. 4, NE 1/4, NE 1/4, 7.5' QUADRANGLE; WEST LONGITUDE: -114.4920, NORTH LATITUDE: 37.9250 (Additional Details on Attachment A-4)	Pioche Area	NV	Multistate	YES	NV	
69	CASELTON MINE SITE	CASELTON MILL, CASELTON HEIGHTS AREA, AND ASSOCIATED MILL TAILINGS	TOWNSHIP 1 NORTH, RANGE 67 EAST, IMMEDIATELY WEST OF THE TOWN OF PIOCHE	Pioche Area	NV	Multistate	YES	NV	
70	ROME SITE	ROME	51.29 & 12.93 acre tracts (5856 AND 5900 SUCCESS DRIVE)	Oneida	NY	Multistate	YES	NY	
71	ROME SITE	ROME	Sec 222, Blk 2, Lot 16 - London Rd	Oneida	NY	Multistate	YES	NY	
72	CLEVELAND SITE	CLEVELAND FORMER REFINERY FEE LANDS	400 SOUTH SWAN	Cleveland	OK	Multistate	YES	OK	
73	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING-MAVERIC MINI MART		Cushing	OK	Multistate	YES	OK	
74	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING- OKLAHOMA OILWELL CEMENTING CO.	1 acre	Cushing	OK	Multistate	YES	OK	
76	CLEVELAND SITE	CLEVELAND FORMER REFINERY FEE LANDS	CLEVELAND REFINERY (500 S. SWAN ROAD)	Pawnee	OK	Multistate	YES	OK	
77	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BROWN PPTY	17.19 ACRES W/RESIDENCE	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
78	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - JEFF CARGILL	1.28 ACRES + Shed & Mobile Home	Payne	OK	Multistate	YES	OK	
79	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - C.W. CARGILL	3.75 ACRES - Shop & Mobile Homes	Payne	OK	Multistate	YES	OK	
80	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - PARKER	PARKER PROPERTY	Payne	OK	Multistate	YES	OK	
81	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - ANDERSON	ANDERSON PROPERTY	Payne	OK	Multistate	YES	OK	
82	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - AREA TANKS	CUSHING AREA TANKS	Payne	OK	Multistate	YES	OK	
83	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BANK PPTY	2.46A	Payne	OK	Multistate	YES	OK	
84	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BOYDSTON	BOYDSTON PROP	Payne	OK	Multistate	YES	OK	
85	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - CHANEL	CHANEL ENERGY PROPERTY	Payne	OK	Multistate	YES	OK	
86	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - ERW INC.	ERW INC. PROPERTY	Payne	OK	Multistate	YES	OK	
87	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 8.49 ACRES	SW/c SE4	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
88	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 10.33 ACRES	E481' S935.5 OF E2 S22 18N 5E	Payne	OK	Multistate	YES	OK	
89	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 200.479 ACRES	SE4 LESS TRS CONV E2 SW4	Payne	OK	Multistate	YES	OK	
90	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 39.5 ACRES	E16' NW4 SE4 & NE4 SE4 LESS 1A	Payne	OK	Multistate	YES	OK	
91	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - GRAVENS	.35A - GRAVENS PROPERTY	Payne	OK	Multistate	YES	OK	
92	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - HARRIS	5.58A	Payne	OK	Multistate	YES	OK	
93	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - HUGGENS	JACK & IRA HUGGENS PPTY	Payne	OK	Multistate	YES	OK	
94	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - LAND	LAND	Payne	OK	Multistate	YES	OK	
95	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - MARTIN	MARTIN PROPERTY	Payne	OK	Multistate	YES	OK	
96	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - MULTIMEDIA	MULTIMEDIA PROPERTY	Payne	OK	Multistate	YES	OK	
97	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - NOLAN VINSON	NOLAN VINSON PROPERTY	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
98	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - RUNNELS PROPERTY	47.31 ACRES	Payne	OK	Multistate	YES	OK	
99	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - RUTHERFORD	RUTHERFORD PROPERTY	Payne	OK	Multistate	YES	OK	
100	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - TORONTO	TORONTO RESOURCE PROP	Payne	OK	Multistate	YES	OK	
101	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - WILSON	JIMMY WILSON PROPERTY	Payne	OK	Multistate	YES	OK	
102	AVOCA SITE	AVOCA, PA TREATING PLANT	MCALPINE ST. NEAR YORK AVENUE	Avoca	PA	Multistate	YES	PA	
103	BEAUMONT SITE	BEAUMONT PLANT	1110 PINE ST	Beaumont	TX	Multistate	YES	TX	
104	TEXARKANA FACILITY	TEXARKANA - #1	155 Buchanan Road	Bowie	TX	Multistate	YES	TX	
105	TEXARKANA FACILITY	TEXARKANA GREENBELT - #2	GREENBELT, E SIDE OF PLANT	Bowie	TX	Multistate	YES	TX	
106	TEXARKANA FACILITY	TEXARKANA POND - #3	POND	Bowie	TX	Multistate	YES	TX	
107	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #08	JOHN G. HATCH - TRACT I	Nueces	TX	Multistate	YES	TX	
108	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #09	JOHN G. HATCH - TRACT II	Nueces	TX	Multistate	YES	TX	
109	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #10	JOHN G. HATCH - TRACT III	Nueces	TX	Multistate	YES	TX	
110	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-A	N. BDWY - TERM 1- #1	Nueces	TX	Multistate	YES	TX	
111	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-B	S. BDWY - TERM 1- #2	Nueces	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
112	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-C	SALT FLATS - TERM 1- #3	Nueces	TX	Multistate	YES	TX	
113	TEXARKANA FACILITY	TEXARKANA PLANT - #4	2513 BUCHANON ROAD	Texarkana	TX	Multistate	YES	TX	

EXHIBIT “A-2”

Owned Service Stations

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OWNED SERVICE STATION	SELMA #2157	3217 WATERS ST.	Dallas	AL	Multistate	YES	AL	
2	OWNED SERVICE STATION	SELMA #5030	US HWY 80 EAST	Dallas	AL	Multistate	YES	AL	
3	OWNED SERVICE STATION	BOAZ #1	HWY 431 SOUTH (SARDIS CITY)	Etowah	AL	Multistate	YES	AL	
4	OWNED SERVICE STATION	E. GADSDEN #7075	HWY 278 EAST	Etowah	AL	Multistate	YES	AL	
5	OWNED SERVICE STATION	E. GADSDEN #7090	300 E MEIGHAN BLVD	Etowah	AL	Multistate	YES	AL	
6	OWNED SERVICE STATION	JASPER	OLD HIGHWAY 78W (ADJACENT LOT)	Jasper	AL	Multistate	YES	AL	
7	OWNED SERVICE STATION	BESSEMER #5011 - PLAT 1	4536 BESSEMER HWY	Jefferson	AL	Multistate	YES	AL	
8	OWNED SERVICE STATION	BESSEMER #5012 - PLAT 2	4536 BESSEMER HWY	Jefferson	AL	Multistate	YES	AL	
9	OWNED SERVICE STATION	BIRMINGHAM #2081	1600 DENNISON	Jefferson	AL	Multistate	YES	AL	
10	OWNED SERVICE STATION	HUNTSVILLE #7095	3105 BOB WALLACE AVENUE	Madison	AL	Multistate	YES	AL	
11	OWNED SERVICE STATION	MONTGOMERY #7101	4118 MOBILE RD	Montgomery	AL	Multistate	YES	AL	

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12	OWNED SERVICE STATION	JASPER #7063	1302 BANKHEAD HWY	Walker	AL	Multistate	YES	AL	
13	OWNED SERVICE STATION	DEWITT #1 - AR	9TH & JEFFERSON	Arkansas	AR	Multistate	YES	NONE	
14	OWNED SERVICE STATION	STUTTGART #1	US HWY 79 & SPRING ST.	Arkansas	AR	Multistate	YES	NONE	
15	OWNED SERVICE STATION	MOUNTAIN HOME #1	1025 HIGHWAY 62 SW	Baxter	AR	Multistate	YES	NONE	
16	OWNED SERVICE STATION	ROGERS #1	1540 SOUTH OLRICH (NEAR 8TH STREET)	Benton	AR	Multistate	YES	NONE	
17	OWNED SERVICE STATION	SILLOAM SPRINGS #1	ARKANSAS HWY 68/59 RT 4	Benton	AR	Multistate	YES	NONE	
18	OWNED SERVICE STATION	ARKADELPHIA #1	ROUTE 3 US HWY 67	Clark	AR	Multistate	YES	NONE	
19	OWNED SERVICE STATION	JONESBORO #1	1208 E. JOHNSON	Craighead	AR	Multistate	YES	NONE	
20	OWNED SERVICE STATION	WEST MEMPHIS #1	1024 N. MISSOURI	Crittenden	AR	Multistate	YES	NONE	
21	OWNED SERVICE STATION	CONWAY #2	SW/C OAK & FACTORY STS	Faulkner	AR	Multistate	YES	NONE	
22	OWNED SERVICE STATION	HOT SPRINGS #1	3521 CENTRAL AVE.	Garland	AR	Multistate	YES	NONE	
23	OWNED SERVICE STATION	MALVERN #1	305 W PAGE AVENUE	Hot Spring	AR	Multistate	YES	NONE	
24	OWNED SERVICE STATION	MALVERN #3	HWY 270 & OLD MILITARY RD	Hot Springs	AR	Multistate	YES	NONE	
25	OWNED SERVICE STATION	BATESVILLE #1	614 ST. LOUIS	Independence	AR	Multistate	YES	NONE	

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26	OWNED SERVICE STATION	WEST HELENA #1	420 N. SEBASTIAN	Phillips	AR	Multistate	YES	NONE	
27	OWNED SERVICE STATION	RUSSELLVILLE #1	1301 S. ARKANSAS	Pope	AR	Multistate	YES	NONE	
28	OWNED SERVICE STATION	NORTH LITTLE ROCK	NW/C I-40 & CENT APT RD	Pulaski	AR	Multistate	YES	NONE	
29	OWNED SERVICE STATION	NORTH LITTLE ROCK #6	3823 PIKE AVENUE	Pulaski	AR	Multistate	YES	NONE	
30	OWNED SERVICE STATION	FORREST CITY #1	1506 N. WASHINGTON	St. Francis	AR	Multistate	YES	NONE	
31	OWNED SERVICE STATION	SPRINGDALE #1	1901 SUNSET AVE	Washington	AR	Multistate	YES	NONE	
32	OWNED SERVICE STATION	JACKSONVILLE #3078	10414 LEM TURNER RD.	Duval	FL	Multistate	YES	FL	
33	OWNED SERVICE STATION	JACKSONVILLE #3054	6930 103RD STREET	Duval	FL	Multistate	YES	FL	
34	OWNED SERVICE STATION	JACKSONVILLE #3	US HWY 1 (Dinsmore)	Duval	FL	Multistate	YES	FL	
35	OWNED SERVICE STATION	JACKSONVILLE #3064	3131 WEST BEAVER ST	Duval	FL	Multistate	YES	FL	
36	OWNED SERVICE STATION	TAMPA #3045	5239 S. MCDILL AVE.	Hillsborough	FL	Multistate	YES	FL	
37	OWNED SERVICE STATION	MACON #3008	5500 SOUTH HOUSTON	Bibb	GA	Multistate	YES	GA	

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38	OWNED SERVICE STATION	ATLANTA #2138	2095 JONESBORO RD.	Fulton	GA	Multistate	YES	GA	
39	OWNED SERVICE STATION	WARNER ROBINS #3004	101 WATSON BLVD.	Houston	GA	Multistate	YES	GA	
40	OWNED SERVICE STATION	DEWITT #1	200 SOUTH SIXTH	Clinton	IA	Multistate	YES	IA	
41	OWNED SERVICE STATION	ESTHERVILLE #1	1715 E CENTRAL AVENUE	Emmet	IA	Multistate	YES	IA	
42	OWNED SERVICE STATION	HUMBOLDT #1	404 13TH ST. NORTH	Humboldt	IA	Multistate	YES	IA	
43	OWNED SERVICE STATION	IOWA CITY #2	2229 MUSCATINE	Johnson	IA	Multistate	YES	IA	
44	OWNED SERVICE STATION	RED OAK #1	1001 BROADWAY	Montgomery	IA	Multistate	YES	IA	
45	OWNED SERVICE STATION	MUSCATINE #1	201 (210) GREEN ST.	Muscatine	IA	Multistate	YES	IA	
46	OWNED SERVICE STATION	MUSCATINE #2	1507 PARK AVENUE	Muscatine	IA	Multistate	YES	IA	
47	OWNED SERVICE STATION	DES MOINES #05	6601-6667 DOUGLAS BLVD.	Polk	IA	Multistate	YES	IA	
48	OWNED SERVICE STATION	DES MOINES #18	SE/C UNIVERSITY & 14TH	Polk	IA	Multistate	YES	IA	
49	OWNED SERVICE STATION	BETTENDORF #1	2838 STATE STREET	Scott	IA	Multistate	YES	IA	
50	OWNED SERVICE STATION	DAVENPORT #3	2334 ROCKINGHAM ROAD	Scott	IA	Multistate	YES	IA	
51	OWNED SERVICE STATION	AMES #1	517-519 LINCOLN WAY	Story	IA	Multistate	YES	IA	

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52	OWNED SERVICE STATION	CRESTON #3	709 S. ELM ST.	Union	IA	Multistate	YES	IA	
53	OWNED SERVICE STATION	SIOUX CITY #2	1400 INGLESIDE AVE	Woodbury	IA	Multistate	YES	IA	
54	OWNED SERVICE STATION	URBANA #1	1302 N. CUNNINGHAM ROAD	Champaign	IL	Multistate	YES	IL	
55	OWNED SERVICE STATION	TUSCOLA #1	405 S MAIN	Douglas	IL	Multistate	YES	IL	
56	OWNED SERVICE STATION	PARIS #1	RT 6 HIGHWAY NO 1 NORTH	Edgar	IL	Multistate	YES	IL	
57	OWNED SERVICE STATION	WHITE HALL #1	715 NORTH MAIN	Greene	IL	Multistate	YES	IL	
58	OWNED SERVICE STATION	WATSEKA #1	337 W. WALNUT	Iroquois	IL	Multistate	YES	IL	
59	OWNED SERVICE STATION	AURORA #1	410 HILL STREET	Kane	IL	Multistate	YES	IL	
60	OWNED SERVICE STATION	KANKAKEE #1	1305 N. SCHUYLER	Kankakee	IL	Multistate	YES	IL	
61	OWNED SERVICE STATION	GALESBURG #1	484 N. HENDERSON	Knox	IL	Multistate	YES	IL	
62	OWNED SERVICE STATION	GALESBURG #2	829 W. GROVE	Knox	IL	Multistate	YES	IL	
63	OWNED SERVICE STATION	VIRDEN #1	110 E. DEANE ST. (110 S. SPRINGFIELD)	Macoupin	IL	Multistate	YES	IL	
64	OWNED SERVICE STATION	COTTAGE HILLS #1	501 WEST MACARTHUR	Madison	IL	Multistate	YES	IL	
65	OWNED SERVICE STATION	MADISON #1	425 MC CAMBRIDGE	Madison	IL	Multistate	YES	IL	

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66	OWNED SERVICE STATION	MACOMB #1	707 W JACKSON	McDonough	IL	Multistate	YES	IL	
67	OWNED SERVICE STATION	MOLINE #2	4655-4TH AVENUE	Rock Island	IL	Multistate	YES	IL	
68	OWNED SERVICE STATION	ROCK ISLAND #2	5001 11TH ST.	Rock Island	IL	Multistate	YES	IL	
69	OWNED SERVICE STATION	HERRIN #1	1106 S. PARK AVENUE	Williamson	IL	Multistate	YES	IL	
70	OWNED SERVICE STATION	HARTFORD CITY #1	1307 N. WALNUT	Blackford	IN	Multistate	YES	IN	
71	OWNED SERVICE STATION	LEBANON #1	1914 N. LEBANON	Boone	IN	Multistate	YES	IN	
72	OWNED SERVICE STATION	GREENSBURG	1208 N. LINCOLN	Decatur	IN	Multistate	YES	IN	
73	OWNED SERVICE STATION	MUNCIE #1	3210 E. JACKSON	Delaware	IN	Multistate	YES	IN	
74	OWNED SERVICE STATION	NOBLESVILLE #1 - PLAT2	200 EAST CONNER	Hamilton	IN	Multistate	YES	IN	
75	OWNED SERVICE STATION	NOBLESVILLE #1 - PLAT 1	2000 EAST CONNER	Hamilton	IN	Multistate	YES	IN	
76	OWNED SERVICE STATION	KOKOMO #1	1023 E MARKLAND	Howard	IN	Multistate	YES	IN	
77	OWNED SERVICE STATION	INDIANAPOLIS #03	4057 SOUTHEASTERN/1425 TEMPERANCE	Marion	IN	Multistate	YES	IN	
78	OWNED SERVICE STATION	INDIANAPOLIS #04	1310 ROOSEVELT AVENUE	Marion	IN	Multistate	YES	IN	
79	OWNED SERVICE STATION	CRAWFORDSVILLE #1	DARLINGTON & VERMONT ST	Montgomery	IN	Multistate	YES	IN	

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80	OWNED SERVICE STATION	HUMBOLDT #1	617 SOUTH 9TH STREET	Allen	KS	Multistate	YES	KS	
81	OWNED SERVICE STATION	GARNETT #1	103 MAPLE STREET	Anderson	KS	Multistate	YES	KS	
82	OWNED SERVICE STATION	SEDAN #1 - PLAT 1	MAIN & SCHOOL STREETS	Chautauqua	KS	Multistate	YES	KS	
83	OWNED SERVICE STATION	SEDAN #1 - PLAT 2	SE/C MAIN & SCHOOL	Chautauqua	KS	Multistate	YES	KS	
84	OWNED SERVICE STATION	COLUMBUS #1	124 NO. KANSAS AVENUE (NEAR WALNUT)	Cherokee	KS	Multistate	YES	KS	
85	OWNED SERVICE STATION	ABILENE #1	SW/C 6TH & BUCKEYE	Dickinson	KS	Multistate	YES	KS	
86	OWNED SERVICE STATION	PARSONS #1	2601 NORTH MAIN	Labette	KS	Multistate	YES	KS	
87	OWNED SERVICE STATION	McPHERSON #1	KANSAS AND HICKORY	McPherson	KS	Multistate	YES	KS	
88	OWNED SERVICE STATION	CANEY #1	401 N. McGEE	Montgomery	KS	Multistate	YES	KS	
89	OWNED SERVICE STATION	COFFEYVILLE #1	812 EAST 11TH	Montgomery	KS	Multistate	YES	KS	
90	OWNED SERVICE STATION	COFFEYVILLE #2	403 WEST 11TH ST	Montgomery	KS	Multistate	YES	KS	
91	OWNED SERVICE STATION	ERIE #1	205 W. 4TH	Neosho	KS	Multistate	YES	KS	
92	OWNED SERVICE STATION	CHANUTE #1 & #2	306 (305) S. LINCOLN + EXT. LAND	Neosho	KS	Multistate	YES	KS	
93	OWNED SERVICE STATION	LARNED #1	1404 BROADWAY	Pawnee	KS	Multistate	YES	KS	

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94	OWNED SERVICE STATION	SALINA #1	235 SOUTH BROADWAY	Saline	KS	Multistate	YES	KS	
95	OWNED SERVICE STATION	SCOTT CITY #1	12TH & S. MAIN	Scott	KS	Multistate	YES	KS	
96	OWNED SERVICE STATION	TOPEKA #1 (WAKARUSA)	US 75 & FORBES AFB	Shawnee	KS	Multistate	YES	KS	
97	OWNED SERVICE STATION	TOPEKA #6	2635 CALIFORNIA	Shawnee	KS	Multistate	YES	KS	
98	OWNED SERVICE STATION	NEODESHA #1	903 MAIN STREET	Wilson	KS	Multistate	YES	KS	
99	OWNED SERVICE STATION	FRANKFORT #2166	US HWY 60/MEADOWVIEW	Franklin	KY	Multistate	YES	NONE	
100	OWNED SERVICE STATION	MAYFIELD #1	723 E. BROADWAY	Graves	KY	Multistate	YES	NONE	
101	OWNED SERVICE STATION	LOUISVILLE #2123	4804 SOUTHSIDE DR.	Jefferson	KY	Multistate	YES	NONE	
102	OWNED SERVICE STATION	LOUISVILLE #2147	8800 MINORS LANE	Jefferson	KY	Multistate	YES	NONE	
103	OWNED SERVICE STATION	LOUISVILLE #2151	8207 OLD 3RD ST. RD	Jefferson	KY	Multistate	YES	NONE	
104	OWNED SERVICE STATION	LOUISVILLE #2152	9123 DIXIE HIGHWAY	Jefferson	KY	Multistate	YES	NONE	
105	OWNED SERVICE STATION	PADUCAH #1	1922 BRIDGE STREET	McCracken	KY	Multistate	YES	NONE	
106	OWNED SERVICE STATION	PADUCAH #3	1391 S. BELTLINE HWY	McCracken	KY	Multistate	YES	NONE	
107	OWNED SERVICE STATION	HARRODSBURG #1006	COLLEGE & LEXINGTON	Mercer	KY	Multistate	YES	NONE	

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108	OWNED SERVICE STATION	MANSFIELD #9021	1006 JENKINS STREET	DeSota Parish	LA	Multistate	YES	LA	
109	OWNED SERVICE STATION	WINNSBORO #9018	LOCUST & MAIN STREETS	Franklin	LA	Multistate	YES	LA	
110	OWNED SERVICE STATION	RAYVILLE #9001	219-221 HARRISON	Richland	LA	Multistate	YES	LA	
111	OWNED SERVICE STATION	RAYVILLE #9022	1100 JULIA ST	Richland	LA	Multistate	YES	LA	
112	OWNED SERVICE STATION	FARMERVILLE #9013	LA HWY & BOUNDARY	Union Parish	LA	Multistate	YES	LA	
113	OWNED SERVICE STATION	BLUE EARTH #1	321 NORTH GROVE	Faribault	MN	Multistate	YES	NONE	
114	OWNED SERVICE STATION	WORTHINGTON #1	1320 GRAND	Nobles	MN	Multistate	YES	NONE	
115	OWNED SERVICE STATION	LUVERNE #1	211 S. KNISS AVE.	Rock	MN	Multistate	YES	NONE	
116	OWNED SERVICE STATION	KIRKSVILLE #1	1024 E MCPHERSON ST	Adair	MO	Multistate	YES	MO	
117	OWNED SERVICE STATION	MEXICO #2	726 E. LIBERTY	Audrain	MO	Multistate	YES	MO	
118	OWNED SERVICE STATION	KENNETT #2	1333 FIRST STREET	Dunklin	MO	Multistate	YES	MO	
119	OWNED SERVICE STATION	SPRINGFIELD #2	1419 E. KEARNEY	Greene	MO	Multistate	YES	MO	
120	OWNED SERVICE STATION	MACON #1	102 S.MISSOURI	Macon	MO	Multistate	YES	MO	
121	OWNED SERVICE STATION	CHARLESTON #1	200 WEST MARSHALL	Mississippi	MO	Multistate	YES	MO	

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122	OWNED SERVICE STATION	PERRYVILLE #1	300 W ST JOSEPH	Perry	MO	Multistate	YES	MO	
123	OWNED SERVICE STATION	MARSHALL #1	NW/C I-70 & CO. RD. YY	Saline	MO	Multistate	YES	MO	
124	OWNED SERVICE STATION	NEVADA #1	212 SOUTH OAK	Vernon	MO	Multistate	YES	MO	
125	OWNED SERVICE STATION	JACKSON #5074	5502 N. STATE ST.	Hinds	MS	Multistate	YES	MS	
126	OWNED SERVICE STATION	PASCAGOULA #2154	2415 INGALLS AVENUE	Jackson	MS	Multistate	YES	MS	
127	OWNED SERVICE STATION	BOONEVILLE #1	102 SOUTH 2ND ST	Prentiss	MS	Multistate	YES	MS	
128	OWNED SERVICE STATION	GRAFTON #1	640 WEST 12TH ST.	Walsh	ND	Multistate	YES	NONE	
129	OWNED SERVICE STATION	OMAHA #09	8516 BLONDO	Douglas	NE	Multistate	YES	NONE	
130	OWNED SERVICE STATION	OMAHA #10	1902 S. 10TH STREET	Douglas	NE	Multistate	YES	NONE	
131	OWNED SERVICE STATION	OMAHA #7	2932 MYRTLE AVENUE	Douglas	NE	Multistate	YES	NONE	
132	OWNED SERVICE STATION	LINCOLN #2	2910 N. 48TH	Lancaster	NE	Multistate	YES	NONE	
133	OWNED SERVICE STATION	LINCOLN #5	1740 COTNER BLVD.	Lancaster	NE	Multistate	YES	NONE	
134	OWNED SERVICE STATION	NORFOLK #1	311 OMAHA AVE.	Madison	NE	Multistate	YES	NONE	
135	OWNED SERVICE STATION	NEBRASKA CITY #1	718 S. 11TH STREET	Otoe	NE	Multistate	YES	NONE	

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136	OWNED SERVICE STATION	BELEN #1	I-25 SOUTH EDGE OF TOWN	Valencia	NM	Multistate	YES	NONE	
137	OWNED SERVICE STATION	EL RENO #1	1102 S. ROCK ISLAND	Canadian	OK	Multistate	YES	OK	
138	OWNED SERVICE STATION	OKLA CITY #077	NE/C SW 29TH & SARA RD.	Canadian	OK	Multistate	YES	OK	
139	OWNED SERVICE STATION	YUKON-MILLER #1A	SE/C SW 15 & CZECH HALL	Canadian	OK	Multistate	YES	OK	
140	OWNED SERVICE STATION	LAWTON #1	2201 NW SHERIDAN ROAD	Comanche	OK	Multistate	YES	OK	
141	OWNED SERVICE STATION	LAWTON #2	2716 FT SILL BLVD.	Comanche	OK	Multistate	YES	OK	
142	OWNED SERVICE STATION	LAWTON #3	1015 "I" STREET	Comanche	OK	Multistate	YES	OK	
143	OWNED SERVICE STATION	LAWTON #5	1515 LEE BLVD.	Comanche	OK	Multistate	YES	OK	
144	OWNED SERVICE STATION	DRUMRIGHT #3	SE/C TUCKER & BROADWAY	Creek	OK	Multistate	YES	OK	
145	OWNED SERVICE STATION	ENID #2	1123 N. GRAND	Garfield	OK	Multistate	YES	OK	
146	OWNED SERVICE STATION	ENID #8	1005 E. WILLOW	Garfield	OK	Multistate	YES	OK	
147	OWNED SERVICE STATION	CHICKASHA #1	2102 S. 4TH	Grady	OK	Multistate	YES	OK	
148	OWNED SERVICE STATION	MANGUM #1	1720 N. LOUIS TITTLE AVE.	Greer	OK	Multistate	YES	OK	
149	OWNED SERVICE STATION	ALTUS #2	1321 N. MAIN.	Jackson	OK	Multistate	YES	OK	

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150	OWNED SERVICE STATION	ALTUS #3	1921 E. BROADWAY	Jackson	OK	Multistate	YES	OK	
151	OWNED SERVICE STATION	TONKAWA #1	601 E. NORTH AVENUE	Kay	OK	Multistate	YES	OK	
152	OWNED SERVICE STATION	HENNESSEY #1	619 N. MAIN STREET	Kingfisher	OK	Multistate	YES	OK	
153	OWNED SERVICE STATION	WILBURTON #1	HIGHWAYS 2 AND 270	Latimer	OK	Multistate	YES	OK	
154	OWNED SERVICE STATION	POTEAU #2	HWY 271 & 59 SOUTH	LeFlore	OK	Multistate	YES	OK	
155	OWNED SERVICE STATION	PRYOR #2	409 SOUTH MILL ST	Mayes	OK	Multistate	YES	OK	
156	OWNED SERVICE STATION	PURCELL #3	I-35 & JOHNSON ROAD	McClain	OK	Multistate	YES	OK	
157	OWNED SERVICE STATION	SULPHUR #1	1815 W. BROADWAY	Murray	OK	Multistate	YES	OK	
158	OWNED SERVICE STATION	PERRY #1 - STATION	8TH & FIR (STATION)	Noble	OK	Multistate	YES	OK	
159	OWNED SERVICE STATION	PERRY #2 - BOCOX	BOCOX PROPERTY	Noble	OK	Multistate	YES	OK	
160	OWNED SERVICE STATION	PERRY #3 - HOMELAND	702 FIR STREET	Noble	OK	Multistate	YES	OK	
161	OWNED SERVICE STATION	OKLA CITY #009	12000 NORTHEAST EXPWY	Oklahoma	OK	Multistate	YES	OK	
162	OWNED SERVICE STATION	DEL CITY #2	3300 SE 15TH STREET	Oklahoma	OK	Multistate	YES	OK	
163	OWNED SERVICE STATION	HARRAH #1	HOLDEN AND HARRAH ROAD	Oklahoma	OK	Multistate	YES	OK	

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164	OWNED SERVICE STATION	BETHANY #1	SW/C NW 39 & COUNCIL, FEE 121	Oklahoma	OK	Multistate	YES	OK	
165	OWNED SERVICE STATION	OKLA CITY #014	3834 NW 10	Oklahoma	OK	Multistate	YES	OK	
166	OWNED SERVICE STATION	OKLA CITY #019	4100 NW EXPRESSWAY	Oklahoma	OK	Multistate	YES	OK	
167	OWNED SERVICE STATION	OKLA CITY #022	3216 NORTH MAY	Oklahoma	OK	Multistate	YES	OK	
168	OWNED SERVICE STATION	OKLA CITY #023	2109 NE 23RD ST	Oklahoma	OK	Multistate	YES	OK	
169	OWNED SERVICE STATION	OKLA CITY #028 - PLAT 1	8005 N. MAY	Oklahoma	OK	Multistate	YES	OK	
170	OWNED SERVICE STATION	OKLA CITY #028 - PLAT 2	8005 N. MAY	Oklahoma	OK	Multistate	YES	OK	
171	OWNED SERVICE STATION	OKLA CITY #056 - PLAT 1	25 N.E. 36TH	Oklahoma	OK	Multistate	YES	OK	
172	OWNED SERVICE STATION	OKLA CITY #056 - PLAT 2	25 N.E. 36TH	Oklahoma	OK	Multistate	YES	OK	
173	OWNED SERVICE STATION	OKLA CITY #062	5221 S. WESTERN	Oklahoma	OK	Multistate	YES	OK	
174	OWNED SERVICE STATION	OKLA CITY #063 - PLAT 1	7025 S. WESTERN	Oklahoma	OK	Multistate	YES	OK	
175	OWNED SERVICE STATION	OKLA CITY #063 - PLAT 2	7025 S WESTERN	Oklahoma	OK	Multistate	YES	OK	
176	OWNED SERVICE STATION	OKLA CITY #064	3630 N. MACARTHUR	Oklahoma	OK	Multistate	YES	OK	
177	OWNED SERVICE STATION	OKLA CITY #074	7800 NW 10TH	Oklahoma	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
178	OWNED SERVICE STATION	OKLA CITY #084	1301 SE 15TH	Oklahoma	OK	Multistate	YES	OK	
179	OWNED SERVICE STATION	OKLA CITY #087	9000 N WESTERN	Oklahoma	OK	Multistate	YES	OK	
180	OWNED SERVICE STATION	OKLA CITY #088 - PLAT 1	4300 SE 59TH	Oklahoma	OK	Multistate	YES	OK	
181	OWNED SERVICE STATION	OKLA CITY #088 - PLAT 2	4300 SE 59TH	Oklahoma	OK	Multistate	YES	OK	
182	OWNED SERVICE STATION	OKLA CITY #096	1131 N. MERIDIAN	Oklahoma	OK	Multistate	YES	OK	
183	OWNED SERVICE STATION	OKLA CITY #098	1801 N. LINWOOD	Oklahoma	OK	Multistate	YES	OK	
184	OWNED SERVICE STATION	OKLA CITY #109	4325 N.W. 39TH EXPRESSWAY	Oklahoma	OK	Multistate	YES	OK	
185	OWNED SERVICE STATION	OKLA CITY #110	1520 N. MAY	Oklahoma	OK	Multistate	YES	OK	
186	OWNED SERVICE STATION	ADA #5	201 S. MISSISSIPPI	Pontotoc	OK	Multistate	YES	OK	
187	OWNED SERVICE STATION	SHAWNEE #2	1501 (1502) N. HARRISON	Pottawatomie	OK	Multistate	YES	OK	
188	OWNED SERVICE STATION	SEMINOLE #2	STATE & STROTHERS	Seminole	OK	Multistate	YES	OK	
189	OWNED SERVICE STATION	MARLOW #1	210 N. BROADWAY	Stephens	OK	Multistate	YES	OK	
190	OWNED SERVICE STATION	NEW PERRYMAN - Fee 128	PERRYMAN SEC 1-17N-12E (35ac)	Tulsa	OK	Multistate	YES	OK	
191	OWNED SERVICE STATION	TULSA #04	7839 E. ADMIRAL PLACE	Tulsa	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
192	OWNED SERVICE STATION	TULSA #15	4108 S. PEORIA	Tulsa	OK	Multistate	YES	OK	
193	OWNED SERVICE STATION	TULSA #16	1135 N. SHERIDAN RD.	Tulsa	OK	Multistate	YES	OK	
194	OWNED SERVICE STATION	TULSA #18	543 S. SHERIDAN	Tulsa	OK	Multistate	YES	OK	
195	OWNED SERVICE STATION	TULSA #21	1435 N. UTICA/1706 E. PINE	Tulsa	OK	Multistate	YES	OK	
196	OWNED SERVICE STATION	TULSA #26	3604 NORTH LEWIS	Tulsa	OK	Multistate	YES	OK	
197	OWNED SERVICE STATION	TULSA #27	740 S. UTICA	Tulsa	OK	Multistate	YES	OK	
198	OWNED SERVICE STATION	TULSA #30	1501 N. MINGO	Tulsa	OK	Multistate	YES	OK	
199	OWNED SERVICE STATION	TULSA #31	5110 E. PINE	Tulsa	OK	Multistate	YES	OK	
200	OWNED SERVICE STATION	TULSA #32	5940 S. PEORIA	Tulsa	OK	Multistate	YES	OK	
201	OWNED SERVICE STATION	BARTLESVILLE #2	3101 E FRANK PHILLIPS BLVD	Washington	OK	Multistate	YES	OK	
202	OWNED SERVICE STATION	HURON #1	39 DAKOTA AVE N	Beadle	SD	Multistate	YES	NONE	
203	OWNED SERVICE STATION	ABERDEEN #3	1802 E 6TH AVE	Brown	SD	Multistate	YES	NONE	
204	OWNED SERVICE STATION	MITCHELL #1	416 W. HAVENS	Davison	SD	Multistate	YES	NONE	
205	OWNED SERVICE STATION	CAMDEN #1	169-A WEST MAIN	Benton	TN	Multistate	YES	TN	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
206	OWNED SERVICE STATION	MCKENZIE #1	802 (605) N. HIGHLAND	Carroll	TN	Multistate	YES	TN	
207	OWNED SERVICE STATION	DYERSBURG #1	1201 FORREST STREET	Dyer	TN	Multistate	YES	TN	
208	OWNED SERVICE STATION	HUMBOLDT #1	2824 EAST END DRIVE	Gibson	TN	Multistate	YES	TN	
209	OWNED SERVICE STATION	CHATTANOOGA #2008	5510 RINGGOLD RD	Hamilton	TN	Multistate	YES	TN	
210	OWNED SERVICE STATION	CHATTANOOGA #2034	2020 E. 23RD	Hamilton	TN	Multistate	YES	TN	
211	OWNED SERVICE STATION	BROWNSVILLE #1	411 EAST MAIN ST	Haywood	TN	Multistate	YES	TN	
212	OWNED SERVICE STATION	ETOWAH #2053	HWY 411E & TENN.AVE.	McMinn	TN	Multistate	YES	TN	
213	OWNED SERVICE STATION	SOUTH FULTON #1	HIGHWAY 45 EAST & 10 BROADWAY	Obion	TN	Multistate	YES	TN	
214	OWNED SERVICE STATION	MEMPHIS #7	1309 N. HOLLYWOOD	Shelby	TN	Multistate	YES	TN	
215	OWNED SERVICE STATION	MEMPHIS #8	2232 AIRWAYS BLVD	Shelby	TN	Multistate	YES	TN	
216	OWNED SERVICE STATION	KINGSPORT #2141	2005 BLOOMINGDALE PIKE	Sullivan	TN	Multistate	YES	TN	
217	OWNED SERVICE STATION	COVINGTON #1	HWY 51 SOUTH	Tipton	TN	Multistate	YES	TN	
218	OWNED SERVICE STATION	MARTIN #1	HWY 45 E & PALACE ST/309 LINDELL HIGHWAY	Weakley	TN	Multistate	YES	TN	
219	OWNED SERVICE STATION	MULESHOE #1	1414 W. AMERICAN BLVD	Bailey	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
220	OWNED SERVICE STATION	BROWNSVILLE #9078	615 CENTRAL AVE	Cameron	TX	Multistate	YES	TX	
221	OWNED SERVICE STATION	BROWNSVILLE #9079	3503 BOCA CHICA BLVD.	Cameron	TX	Multistate	YES	TX	
222	OWNED SERVICE STATION	CHILDRESS #1	111 AVENUE F NE	Childress	TX	Multistate	YES	TX	
223	OWNED SERVICE STATION	DALHART #1	W. 7TH & CHERRY ST.	Dallam	TX	Multistate	YES	TX	
224	OWNED SERVICE STATION	PAMPA #1	1801 NORTH HOBART	Gray	TX	Multistate	YES	TX	
225	OWNED SERVICE STATION	MEMPHIS #1	FRONT AND DOVER STREET	Hall	TX	Multistate	YES	TX	
226	OWNED SERVICE STATION	QUANAH #1	601 WEST 11TH STREET	Hardeman	TX	Multistate	YES	TX	
227	OWNED SERVICE STATION	HOUSTON #9034	4525 WASHINGTON AVE.	Harris	TX	Multistate	YES	TX	
228	OWNED SERVICE STATION	HOUSTON #9048	115 WEST CAVALCADE	Harris	TX	Multistate	YES	TX	
229	OWNED SERVICE STATION	HOUSTON #9057	2506 KELLY ST.	Harris	TX	Multistate	YES	TX	
230	OWNED SERVICE STATION	HOUSTON #9062	5201 S MARTIN L KING	Harris	TX	Multistate	YES	TX	
231	OWNED SERVICE STATION	HOUSTON #9091	3120 ELYSIAN	Harris	TX	Multistate	YES	TX	
232	OWNED SERVICE STATION	HOUSTON #9092	3701 OLD SPANISH TRAIL	Harris	TX	Multistate	YES	TX	
233	OWNED SERVICE STATION	EDINBURG #9082	800 N. CLOSNER	Hidalgo	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
234	OWNED SERVICE STATION	PHARR #1060	900 BLK OF N CAGE	Hidalgo	TX	Multistate	YES	TX	
235	OWNED SERVICE STATION	BORGER #1	800 S. CEDAR	Hutchinson	TX	Multistate	YES	TX	
236	OWNED SERVICE STATION	BORGER #2	10TH & WEATHERLY	Hutchinson	TX	Multistate	YES	TX	
237	OWNED SERVICE STATION	BORGER #3	907 MONROE	Hutchinson	TX	Multistate	YES	TX	
238	OWNED SERVICE STATION	DUMAS #1	1700 SOUTH DUMAS	Moore	TX	Multistate	YES	TX	
239	OWNED SERVICE STATION	PERRYTON #3	125 NORTH MAIN	Ochiltree	TX	Multistate	YES	TX	
240	OWNED SERVICE STATION	FRIONA #1	11TH & GREEN AVE.	Parmer	TX	Multistate	YES	TX	
241	OWNED SERVICE STATION	AMARILLO #1	300 W. AMARILLO BLVD.	Potter	TX	Multistate	YES	TX	
242	OWNED SERVICE STATION	AMARILLO #3	7611 E. AMARILLO	Potter	TX	Multistate	YES	TX	
243	OWNED SERVICE STATION	AMARILLO #4	1601 N GRAND	Potter	TX	Multistate	YES	TX	
244	OWNED SERVICE STATION	AMARILLO #5	2214 SE 3RD ST.	Potter	TX	Multistate	YES	TX	
245	OWNED SERVICE STATION	AMARILLO #7	4419 SO. GEORGIA	Randall	TX	Multistate	YES	TX	
246	OWNED SERVICE STATION	CANYON #1	1301 23RD ST.	Randall	TX	Multistate	YES	TX	
247	OWNED SERVICE STATION	ODEM #9088	100 PARK AVENUE	San Patricio	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
248	OWNED SERVICE STATION	FORT WORTH #1	301 E.BERRY STREET	Tarrant	TX	Multistate	YES	TX	
249	OWNED SERVICE STATION	ABINGDON #2132	622 WEST MAIN	Washington	VA	Multistate	YES	NONE	
250	OWNED SERVICE STATION	GREEN BAY - 13TH AVE	609 13TH AVE	Brown	WI	Multistate	YES	WI	
251	OWNED SERVICE STATION	GREEN BAY - MASON	936 W MASON ST	Brown	WI	Multistate	YES	WI	
252	OWNED SERVICE STATION	GREEN BAY #1	2128 UNIVERSITY AVENUE	Brown	WI	Multistate	YES	WI	
253	OWNED SERVICE STATION	DEPERE	715 GEORGE STREET	DePere	WI	Multistate	YES	WI	
254	OWNED SERVICE STATION	MENOMONIE #1	1132 (1131) N. BROADWAY	Dunn	WI	Multistate	YES	WI	
255	OWNED SERVICE STATION	LACROSSE #2	2100 (2127)SOUTH AVE.	LaCrosse	WI	Multistate	YES	WI	
256	OWNED SERVICE STATION	MILWAUKEE #9	5626 W. HAMPTON	Milwaukee	WI	Multistate	YES	WI	
257	OWNED SERVICE STATION	JANESVILLE #1 - PLAT 1	ORCHARD & COURT	Rock	WI	Multistate	YES	WI	
258	OWNED SERVICE STATION	JANESVILLE #1 - PLAT 2	SW/C ORCHARD & COURT	Rock	WI	Multistate	YES	WI	
259	OWNED SERVICE STATION	NEENAH #1	960 W. WHEELER RD./906 AMERICAN DRIVE	Winnebago	WI	Multistate	YES	WI	

EXHIBIT “A-3”

Other Sites- Owned

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OTHER SITES	LAURA LODE-MINING	PAT. MINING CLAIMS (T23S, R11E) (Additional Details on Attachment A-4)	Santa Cruz	AZ	Multistate	YES	NONE	
2	OTHER SITES	RED MOUNTAIN, AZ	PAT. MINING CLAIMS (T22S, R16E) (Additional Details on Attachment A-4)	Santa Cruz	AZ	Multistate	YES	NONE	
3	OTHER SITES	VERNON PROPERTY	MAP BOOK 6303, PAGE 004, PARCEL 029- Tract no 275 com N 89c35' E 273.52 Ft from intersection of S. Line of N	Vernon	CA	Multistate	YES	NONE	
4	OTHER SITES	VERNON PROPERTY	MAP BOOK 6303, PAGE 004, PARCEL 036- San Antonio Rancho * Por of SD RO	Vernon	CA	Multistate	YES	NONE	
5	OTHER SITES	RED MOUNTAIN, CO	PAT. MINING CLAIMS (Additional Details on Attachment A-4)	Ouray /San Juan	CO	Multistate	YES	NONE	
6	OTHER SITES	FLORIDA PHOSPHATE LANDS	POLK COUNTY - BREWSTER (31S, R23) (Additional Details on Attachment A-4)	Polk	FL	Multistate	YES	FL	
7	OTHER SITES	EAST ST. LOUIS - YARD	DSY YARD SITE	St. Clair	IL	Multistate	YES	IL	
8	OTHER SITES	FEE 312 - LAKE ROAD	LAKE ROAD	Oxford	ME	Multistate	YES	NONE	
9	OTHER SITES	LAGRANGE TERMINAL	NORTH BUSINESS HIGHWAY 61A (905 N. MAIN)	LaGrange	MO	Multistate	YES	MO	
10	OTHER SITES	HATTIESBURG SITE (PROPERTY NEAR GULF STATES FORMER WOOD TREATING SITE)	W. PINE STREET	Hattiesburg	MS	Multistate	YES	MS	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
11	OTHER SITES	OKC - COLLEGE PARK ADDN - FEE #62	LOTS 5 thru 14, BLK 31	Oklahoma	OK	Multistate	YES	OK	
12	OTHER SITES	OKC - FEE 21 PART 1 - BLK 33	NE/C NW 88 & SHARTEL	Oklahoma	OK	Multistate	YES	OK	
13	OTHER SITES	OKC - FEE 21 PART 2 - BLK 33	NE/C NW 88 & SHARTEL	Oklahoma	OK	Multistate	YES	OK	
14	OTHER SITES	OKC - FEE 21 PART 3 - BLK 13	601 NW 101 - FLORAL PARK ADDN	Oklahoma	OK	Multistate	YES	OK	
15	OTHER SITES	OKC - FEE 21 PART 4 - BLK 4	346 NW 96 - CHESTER HILL ADDN	Oklahoma	OK	Multistate	YES	OK	
16	OTHER SITES	OKC - FEE 22 HOMEDALE ADDN	900 NW 101 - HOMEDALE ADDITION	Oklahoma	OK	Multistate	YES	OK	
17	OTHER SITES	OKC - FEE 22 HOMEDALE ADDN	930 NW 107 - LOT -16, BLK 007	Oklahoma	OK	Multistate	YES	OK	
18	OTHER SITES	NASHVILLE TERMINAL #2	NASHVILLE TERMINAL	Davidson	TN	Multistate	YES	TN	
19	OTHER SITES	NASHVILLE TERMINAL #1	160 WARF AVENUE	Nashville	TN	Multistate	YES	TN	
20	OTHER SITES	CORPUS CHRISTI LANDFARM SITE/ CORPUS CHRISTI #05	144 BRANIGAN	Nueces	TX	Multistate	YES	TX	
21	OTHER SITES	CORPUS CHRISTI #02	1930 WINNEBAGO	Nueces	TX	Multistate	YES	TX	
22	OTHER SITES	CORPUS CHRISTI #03	1934 WINNEBAGO	Nueces	TX	Multistate	YES	TX	
23	OTHER SITES	CORPUS CHRISTI #04	1925 NUECES STREET	Nueces	TX	Multistate	YES	TX	
24	OTHER SITES	CORPUS CHRISTI #06	1905 NUECES STREET	Nueces	TX	Multistate	YES	TX	
25	OTHER SITES	CORPUS CHRISTI #07	NUECES ST	Nueces	TX	Multistate	YES	TX	
26	OTHER SITES	MOSS AMERICAN NPL SITE (OWNED PORTION)	9633-49 W. BROWN DEER RD	Milwaukee	WI	Multistate	YES	WI	

EXHIBIT “A-4”

Additional Information-Owned Mines

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	154 Pat Mining Claims, Millsites, (Map/Parcel Number: '009-011-25)	Lincoln County - Pioche Fire	NV	Multistate	YES	NV	
2	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	16 Pat Mining Claims, (Map/Parcel Number '09-011-41)	Lincoln County - Pioche	NV	Multistate	YES	NV	
3	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	2 Pat. Mining claims Jackrabbit (Map/Parcel Number '09-012-09)	Lincoln County	NV	Multistate	YES	NV	
4	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	27 Pat Claims Bristol Dist. (Map/Parcel Number '09-012-16)	Lincoln County	NV	Multistate	YES	NV	
5	OTHER SITES	LAURA LODGE-MINING	Pat Mine Located in the ORO Blanco Mining Dist., MS #3048, Laura, Sec 20 & 29, T 23S R11 E (20.66 ACRES, Map/Parcel Number: 11335001)	Santa Cruz County	AZ	Multistate	YES	NONE	
6	OTHER SITES	LAURA LODGE-MINING	Patent #02-82-0029 IN Harshaw Ming Dist Sec 19 & 20 T22S R16 EMS #4767 (51.13 ACRES, Map/Parcel Number: 106-24-011 9)	Santa Cruz County	AZ	Multistate	YES	NONE	
7	OTHER SITES	LAURA LODGE-MINING	RED CASTLES #2	Santa Cruz County	AZ	Multistate	YES	NONE	
8	OTHER SITES	LAURA LODGE-MINING	RED CASTLES #8	Santa Cruz County	AZ	Multistate	YES	NONE	
9	OTHER SITES	LAURA LODGE-MINING	RED CASTLES #9	Santa Cruz County	AZ	Multistate	YES	NONE	
10	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 16	Santa Cruz	AZ	Multistate	YES	NONE	
11	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 21	Santa Cruz	AZ	Multistate	YES	NONE	
12	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 7	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
13	OTHER SITES	RED MOUNTAIN, AZ	ANDES NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
14	OTHER SITES	RED MOUNTAIN, AZ	ANDES NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
15	OTHER SITES	RED MOUNTAIN, AZ	CHARLOTTE	Santa Cruz	AZ	Multistate	YES	NONE	
16	OTHER SITES	RED MOUNTAIN, AZ	DORFEE	Santa Cruz	AZ	Multistate	YES	NONE	
17	OTHER SITES	RED MOUNTAIN, AZ	ELNOR	Santa Cruz	AZ	Multistate	YES	NONE	
18	OTHER SITES	RED MOUNTAIN, AZ	FOX NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
19	OTHER SITES	RED MOUNTAIN, AZ	FOX NO. 5	Santa Cruz	AZ	Multistate	YES	NONE	
20	OTHER SITES	RED MOUNTAIN, AZ	GEM NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
21	OTHER SITES	RED MOUNTAIN, AZ	GEM NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
22	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
23	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 10	Santa Cruz	AZ	Multistate	YES	NONE	
24	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 11	Santa Cruz	AZ	Multistate	YES	NONE	
25	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 12	Santa Cruz	AZ	Multistate	YES	NONE	
26	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 13	Santa Cruz	AZ	Multistate	YES	NONE	
27	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 14	Santa Cruz	AZ	Multistate	YES	NONE	
28	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 15	Santa Cruz	AZ	Multistate	YES	NONE	
29	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 16	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
30	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 17	Santa Cruz	AZ	Multistate	YES	NONE	
31	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 18	Santa Cruz	AZ	Multistate	YES	NONE	
32	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 19	Santa Cruz	AZ	Multistate	YES	NONE	
33	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
34	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 20	Santa Cruz	AZ	Multistate	YES	NONE	
35	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 21	Santa Cruz	AZ	Multistate	YES	NONE	
36	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 8	Santa Cruz	AZ	Multistate	YES	NONE	
37	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 9	Santa Cruz	AZ	Multistate	YES	NONE	
38	OTHER SITES	RED MOUNTAIN, AZ	HEAVEYSIDE	Santa Cruz	AZ	Multistate	YES	NONE	
39	OTHER SITES	RED MOUNTAIN, AZ	HEAVEYSIDE NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
40	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
41	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
42	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
43	OTHER SITES	RED MOUNTAIN, AZ	Patent #02-82-0030 in Patagonia Mining Dist Sec 19, 20,21,29,30 T22S R16 EMS (472.97 ACRES, Map/Parcel Number: 106-24-012A 1)	Santa Cruz County	AZ	Multistate	YES	NONE	
44	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
45	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
46	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
47	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
48	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 5	Santa Cruz	AZ	Multistate	YES	NONE	
49	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 6	Santa Cruz	AZ	Multistate	YES	NONE	
50	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 7	Santa Cruz	AZ	Multistate	YES	NONE	
51	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 103	Santa Cruz	AZ	Multistate	YES	NONE	
52	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 113	Santa Cruz	AZ	Multistate	YES	NONE	
53	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 115	Santa Cruz	AZ	Multistate	YES	NONE	
54	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 117	Santa Cruz	AZ	Multistate	YES	NONE	
55	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 119	Santa Cruz	AZ	Multistate	YES	NONE	
56	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 121	Santa Cruz	AZ	Multistate	YES	NONE	
57	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 122	Santa Cruz	AZ	Multistate	YES	NONE	
58	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 123	Santa Cruz	AZ	Multistate	YES	NONE	
59	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 124	Santa Cruz	AZ	Multistate	YES	NONE	
60	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 125	Santa Cruz	AZ	Multistate	YES	NONE	
61	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 126	Santa Cruz	AZ	Multistate	YES	NONE	
62	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 127	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
63	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 128	Santa Cruz	AZ	Multistate	YES	NONE	
64	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 129	Santa Cruz	AZ	Multistate	YES	NONE	
65	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 98	Santa Cruz	AZ	Multistate	YES	NONE	
66	OTHER SITES	RED MOUNTAIN, AZ	TERRY NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
67	OTHER SITES	RED MOUNTAIN, AZ	UNITED VERDE NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
68	OTHER SITES	RED MOUNTAIN, AZ	UNITED VERDE NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
69	OTHER SITES	RED MOUNTAIN, CO	50% HUMBOLT, 1558, 10.33 A, #4775-063-00-008	Ouray County	CO	Multistate	YES	NONE	
70	OTHER SITES	RED MOUNTAIN, CO	BLUE BELL, 9688, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
71	OTHER SITES	RED MOUNTAIN, CO	DAISY, 4548, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
72	OTHER SITES	RED MOUNTAIN, CO	EASTERN BELLE QUARTZ, 7088, 9.84 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
73	OTHER SITES	RED MOUNTAIN, CO	ENGLISH MAID, 4548, 10.33A, #4775-082-002	Ouray County	CO	Multistate	YES	NONE	
74	OTHER SITES	RED MOUNTAIN, CO	EUREKA MNG DISTRICT; CAPITOL 6585, MARY 18589; 17.37 TOTAL ACRES	San Juan County	CO	Multistate	YES	NONE	
75	OTHER SITES	RED MOUNTAIN, CO	EUREKA MNG DISTRICT; CORA 16220, DEL MINO 18950, GOLD STANDARD 18950, GOLDEN WONDER #3 16220, KEYSTONE 18950, LITTLE MINNIE 16304, SIBLEY 18950, VESTAL 16642, WETZEL 18950, GOLDEN WONDER 16220; 59.88 TOTAL ACRES	San Juan County	CO	Multistate	YES	NONE	
76	OTHER SITES	RED MOUNTAIN, CO	EXCELSIOR 18552, 6.85 A, #4775-083-00-004	Ouray County	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
77	OTHER SITES	RED MOUNTAIN, CO	EXTENSION 1303, 2560, 10.33A, #4775-053-00-006	Ouray County	CO	Multistate	YES	NONE	
78	OTHER SITES	RED MOUNTAIN, CO	JUDSON, 2214, 6.9 A, #4775-084-00-005	Ouray County	CO	Multistate	YES	NONE	
79	OTHER SITES	RED MOUNTAIN, CO	LIGHT, 18051, 10.33 A, #4775-054-00-008	Ouray County	CO	Multistate	YES	NONE	
80	OTHER SITES	RED MOUNTAIN, CO	LITTLE MONA, 4639, 7.72 A, #4775-063-00-007	Ouray County	CO	Multistate	YES	NONE	
81	OTHER SITES	RED MOUNTAIN, CO	MAGGIE, 18552, 4.27 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
82	OTHER SITES	RED MOUNTAIN, CO	MINERAL BELT, 8071, 10.33 A, #4775-043-00-002	Ouray County	CO	Multistate	YES	NONE	
83	OTHER SITES	RED MOUNTAIN, CO	MONA'S QUEEN, 4639, 5.7 A, 4775-063-00-005	Ouray County	CO	Multistate	YES	NONE	
84	OTHER SITES	RED MOUNTAIN, CO	NEWPORT, 18552, 6.29 A, #4775-083-00-004	Ouray County	CO	Multistate	YES	NONE	
85	OTHER SITES	RED MOUNTAIN, CO	PACIFIC, 4548, 10.33A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
86	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BERNARD 16222, CAMP BIRD 18636, DRY GULCH 18636, GOLD DOLLAR 18636, GOLDEN WONDER #1 16220, GOLDEN WONDER #2 16220, GOLDEN WONDER #6 16220, IXION 17361, LIBBIE B 16220, MAMMOTH 16220, NELLIE BLY 16220, MINNIE 16896, PRODIGAL DAUGHTER 16769, TINCUP (UND 1/2 INT IN 8.83 ACRES) 16909, WITCH HAZEL 16202; 116.79 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
87	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BIG HORN #2 18516, BIG HORN #3 18516, BIG HORN #12 18516, BIG HORN #13 18516, BIG HORN #14 18516, WILSON 6689; 55.38 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
88	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BOY COTTER 18950, BOY COTTER EXT 18950, DARDENELLE 18627, J C BELL 18950, MILL 18950, WEBSTER 8438; 51.75 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
89	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BURLEIGH 18626, DETROUT 18626, KING 18626, LITTLE ROUND TOP 18626, PACIFIC SLIDE 18626, PRIMROSE 18626, VENDOME 18626, VEVA 18626; 69.75 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
90	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BUTTERCUP 18626, CONSTELLATION 19014, CONTRA COSTA 18626, CRESCENT 19014, DAISY 18626, DEW DROP 18626, DEW DROP #2 18626, KING #1 18626, LITTLE GEM 18626, MORNING GLORY 18626, RESERVE 18626, ROSE 18626, ROSE BUD 18626, SPARTA 18626, SPARROW 18626, SYNOPSIS 18626, VIOLET 18626, WESTERN RESERVE 18626, WYANDOTE 18626, MAMMOTH 18626; 189.31 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
91	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; CRESCENT 18672, HILLTOP 18672; 1.63 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
92	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; LITTLE ROCK 16274, LITTLE SIDE HILL 16274, LOS ANGELES 16274, MONTANA 15205 (BAL. OF CLAIM IN OURAY), THERESA #1 14213; 37.53 TOTAL ACRES	San Juan	CO	Multistate		NONE	
93	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; PLEASANT VIEW 19386; 3.4 TOTAL ACRES	San Juan	CO	Multistate			
94	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; ELLA 18552, EXCELSIOR 18552, JUDSON 2214, MAGGIE 18552, NEVADA (BAL OURAY) 15205, NEWPORT 18552, PENNSYLVANIA 15205, PITTSBURG 15205, RAMONA 15205; 31.49 TOTAL ACRES	San Juan	CO	Multistate			
95	OTHER SITES	RED MOUNTAIN, CO	SAILOR BOY, 1850, 10.33 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
96	OTHER SITES	RED MOUNTAIN, CO	SIERRA NEVADA, 2207, 8.6 A, #4775-063-00-009	Ouray County	CO	Multistate	YES	NONE	
97	OTHER SITES	RED MOUNTAIN, CO	SILVER BUD, 9688, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
98	OTHER SITES	RED MOUNTAIN, CO	ST. BRIDGES, 2557, 10.33 A, #4775-064-00-014	Ouray County	CO	Multistate	YES	NONE	
99	OTHER SITES	RED MOUNTAIN, CO	SURE ENOUGH, 18060, 3.71A, #4775-063-00-009	Ouray County	CO	Multistate	YES	NONE	
100	OTHER SITES	RED MOUNTAIN, CO	TIN CUP 80%, 16909, 10.33A, #4775-172-00-002	Ouray County	CO	Multistate	YES	NONE	
101	OTHER SITES	RED MOUNTAIN, CO	TIP TOP, 18051, 10.33 A, #4775-054-00-008	Ouray County	CO	Multistate	YES	NONE	
102	OTHER SITES	RED MOUNTAIN, CO	VULCAN, 4548, 8.61 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
103	OTHER SITES	FLORIDA PHOSPHATE LANDS	EAST OF HIGHWAY 37, Pt SW/4SW/4, SE/4SW/4 (37.4 Acres)	Polk County	FL	Multistate	YES	FL	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
104	OTHER SITES	FLORIDA PHOSPHATE LANDS	EAST OF HIGHWAY 37, NE/4NW/4 (40 Acres)	Polk County	FL	Multistate	YES	FL	
105	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt SW/4SW/4 (37.3 Acres)	Polk County	FL	Multistate	YES	FL	
106	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2, E/2SW/4, SE/4NW/4, S/2NE/4NW/4 (455 Acres)	Polk County	FL	Multistate	YES	FL	
107	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, NE/4, N/2N/2SE/4, N/2NE/4SW/4, NE/4NW/4 (295.5 Acres)	Polk County	FL	Multistate	YES	FL	
108	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, W/2SW/4, SW/4NW/4, S/2NW/4NW/4 (140 Acres)	Polk County	FL	Multistate	YES	FL	
109	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, NW/4NW/4 (40 Acres)	Polk County	FL	Multistate	YES	FL	
110	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2E/2, SE/4NE/4, S/2NE/4NE/4 (140 Acres)	Polk County	FL	Multistate	YES	FL	
111	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2, E/2W/2, Pt. W/2W/2 (537.3 Acres)	Polk County	FL	Multistate	YES	FL	
112	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, W/2SW/4, Pt. E/2SW/4, S/2NW/4, S/2N/2NW/4, Pt. NW/4NW/4NW/4, NE/4NE/4 (390 Acres)	Polk County	FL	Multistate	YES	FL	
113	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, N/2NW/4 (80 Acres)	Polk County	FL	Multistate	YES	FL	
114	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, N/2NE/4, NE/4NW/4, Pt. SE/4NW/4 (60 Acres)	Polk County	FL	Multistate	YES	FL	
115	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt. W/2W/2 (30.7 Acres)	Polk County	FL	Multistate	YES	FL	
116	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt. S/2NW/4 (43.4 Acres)	Polk County	FL	Multistate	YES	FL	
117	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt. S/2NE/4 & Pt. NE/4NW/4 (130 Acres)	Polk County	FL	Multistate	YES	FL	

EXHIBIT "A-5"

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1	NON-OWNED SERVICE STATIONS	Albertville 7070	Highway 431 South	Albertville	AL
2	NON-OWNED SERVICE STATIONS	Alexander City 50	Route 2, U.S. 280 By-Pass	Alexander City	AL
3	NON-OWNED SERVICE STATIONS	Anniston 106	2830 Noble St.	Anniston	AL
4	NON-OWNED SERVICE STATIONS	Arab	Parkway 231 North	Arab	AL
5	NON-OWNED SERVICE STATIONS	Ardmore 7203	Highway 53 South	Ardmore	AL
6	NON-OWNED SERVICE STATIONS	Athens 6085	378 Highway 72 East	Athens	AL
7	NON-OWNED SERVICE STATIONS	Athens 7083	Highway 72 West	Athens	AL
8	NON-OWNED SERVICE STATIONS	Athens	Hwy. 72E	Athens	AL
9	NON-OWNED SERVICE STATIONS	Athens	Hwy. 72W	Athens	AL
10	NON-OWNED SERVICE STATIONS	Attalla	929 5th Avenue	Attalla	AL
11	NON-OWNED SERVICE STATIONS	Bessemer 7110	929 5th Avenue N.E.	Attalla	AL
12	NON-OWNED SERVICE STATIONS	Attalla 7077	South 3rd Street	Attalla	AL
13	NON-OWNED SERVICE STATIONS	Bessemer 58	1400 First Avenue South	Bessemer	AL
14	NON-OWNED SERVICE STATIONS	Bessemer 103	1405 19th Street	Bessemer	AL
15	NON-OWNED SERVICE STATIONS	Bessemer	330 S. 14th Street	Bessemer	AL
16	NON-OWNED SERVICE STATIONS	Bessemer 17	4001 Greenwood Road	Bessemer	AL
17	NON-OWNED SERVICE STATIONS	Bessemer 43	Hall Avenue and 14th Street	Bessemer	AL
18	NON-OWNED SERVICE STATIONS	Bessemer 59	Route 8 (U.S. Highway 11)	Bessemer	AL

19	NON-OWNED SERVICE STATIONS	Birmingham 66	10th Avenue North	Birmingham	AL
20	NON-OWNED SERVICE STATIONS	Birmingham 2105	1125 Gadsden RD	Birmingham	AL
21	NON-OWNED SERVICE STATIONS	Birmingham 104	1813 Bankhead Highway	Birmingham	AL
22	NON-OWNED SERVICE STATIONS	Birmingham 7059	301 77th Street	Birmingham	AL
23	NON-OWNED SERVICE STATIONS	Birmingham 23	4401 Fourth Avenue South	Birmingham	AL
24	NON-OWNED SERVICE STATIONS	Birmingham 101	4641 Decatur Highway	Birmingham	AL
25	NON-OWNED SERVICE STATIONS	Birmingham 85	490 Forestdale Boulevard	Birmingham	AL
26	NON-OWNED SERVICE STATIONS	Birmingham 2	5501 First Avenue South	Birmingham	AL
27	NON-OWNED SERVICE STATIONS	Birmingham 102	606 Birmingham - Bessemer Super Highway	Birmingham	AL
28	NON-OWNED SERVICE STATIONS	Birmingham 84	6525 Third Avenue North	Birmingham	AL
29	NON-OWNED SERVICE STATIONS	Birmingham 80	816 Sixth Avenue South	Birmingham	AL
30	NON-OWNED SERVICE STATIONS	Birmingham 37	8211 North First Avenue	Birmingham	AL
31	NON-OWNED SERVICE STATIONS	Birmingham 7702, 8	Jefferson & 16th	Birmingham	AL
32	NON-OWNED SERVICE STATIONS	Birmingham 67	Third Avenue and 9th Street	Birmingham	AL
33	NON-OWNED SERVICE STATIONS	Birmingham 82	US Highway 78 West	Birmingham	AL
34	NON-OWNED SERVICE STATIONS	Birmingham 2167	3319 Fifth Avenue North	Birmingham	AL
35	NON-OWNED SERVICE STATIONS	Blountsville 109	State Highway 79 & US Highway 231	Blountsville	AL
36	NON-OWNED SERVICE STATIONS	Boaz KM-124- 7000	303 Thomas Avenue	Boaz	AL
37	NON-OWNED SERVICE STATIONS	Boaz 7007	NW/C Highway 431 & Bethsaida Road	Boaz	AL
38	NON-OWNED SERVICE STATIONS	Center Point 86	1837 Center Point Road	Center Point	AL

39	NON-OWNED SERVICE STATIONS	Columbiana 64	State Highway 25	Columbiana	AL
40	NON-OWNED SERVICE STATIONS	Crossville	Hwy. 75S	Crossville	AL
41	NON-OWNED SERVICE STATIONS	Dothan 48	718 North Oates	Dothan	AL
42	NON-OWNED SERVICE STATIONS	East Gadsden 75	Highway 278 East	East Gadsden	AL
43	NON-OWNED SERVICE STATIONS	Fultondale 2159	US Highway 31 North	Fultondale	AL
44	NON-OWNED SERVICE STATIONS	Gadsden 7039	1325 Noccaula RD Highway 211	Gadsden	AL
45	NON-OWNED SERVICE STATIONS	Gadsden 76	22225 W. Meighan Blvd.	Gadsden	AL
46	NON-OWNED SERVICE STATIONS	Gadsden 7114	346 Albert Rains Blvd.	Gadsden	AL
47	NON-OWNED SERVICE STATIONS	Gadsden 99	Forrest Avenue and First Street	Gadsden	AL
48	NON-OWNED SERVICE STATIONS	Gadsden	Rainbow Drive	Gadsden	AL
49	NON-OWNED SERVICE STATIONS	Glencoe 7068	16051 Highway 431 South	Glencoe	AL
50	NON-OWNED SERVICE STATIONS	Grand Bay	US Highway 90	Grand Bay	AL
51	NON-OWNED SERVICE STATIONS	Guntersville 431	US Highway 431	Guntersville	AL
52	NON-OWNED SERVICE STATIONS	Hamilton 78	US Highway 78	Hamilton	AL
53	NON-OWNED SERVICE STATIONS	Highland Home K-11	US Highway 331	Highland Home	AL
54	NON-OWNED SERVICE STATIONS	Hollins 60	Highway 241	Hollins	AL
55	NON-OWNED SERVICE STATIONS	Homewood 15	2705 South 18th Street	Homewood	AL
56	NON-OWNED SERVICE STATIONS	Huntsville 53	2500 Bob Wallace Avenue	Huntsville	AL
57	NON-OWNED SERVICE STATIONS	Huntsville 7111	2821 University Drive	Huntsville	AL
58	NON-OWNED SERVICE STATIONS	Huntsville 33	611 West Clinton Street	Huntsville	AL

59	NON-OWNED SERVICE STATIONS	Huntsville 96	650 North Parkway	Huntsville	AL
60	NON-OWNED SERVICE STATIONS	Irondale 104	1813 Bankhead Highway	Irondale	AL
61	NON-OWNED SERVICE STATIONS	Jasper 115	Bankhead Highway & 2nd Avenue	Jasper	AL
62	NON-OWNED SERVICE STATIONS	Jasper 7063	Highway 69 South & 13th Avenue (near bankhead highway)	Jasper	AL
63	NON-OWNED SERVICE STATIONS	Kilpatrick 7104	Highway 168 East	Kilpatrick	AL
64	NON-OWNED SERVICE STATIONS	Loxley 21	Highway 90	Loxley or Mobile	AL
65	NON-OWNED SERVICE STATIONS	Mobile 72	1910 St. Stephens Road	Mobile	AL
66	NON-OWNED SERVICE STATIONS	Mobile 3	59 North Broad Street	Mobile	AL
67	NON-OWNED SERVICE STATIONS	Mobile 9	750 Government Street	Mobile	AL
68	NON-OWNED SERVICE STATIONS	Mobile 55	Moffat Road	Mobile	AL
69	NON-OWNED SERVICE STATIONS	Mobile 57	1051 Springhill Avenue	Mobile	AL
70	NON-OWNED SERVICE STATIONS	Montgomery 7	137 Madison Avenue	Montgomery	AL
71	NON-OWNED SERVICE STATIONS	Montgomery k-6	1521 Decatur Street	Montgomery	AL
72	NON-OWNED SERVICE STATIONS	Montgomery K-7	3452 Mobile Highway	Montgomery	AL
73	NON-OWNED SERVICE STATIONS	Tan-Kar Oil Company (11 stations, office space and storage building)	3452 Mobile Hwy	Montgomery	AL
74	NON-OWNED SERVICE STATIONS	Montgomery K-1	500 Bell Street	Montgomery	AL
75	NON-OWNED SERVICE STATIONS	Montgomery K-15	570 South Decatur Street	Montgomery	AL
76	NON-OWNED SERVICE STATIONS	Montgomery K-12	US 82 and 231	Montgomery	AL
77	NON-OWNED SERVICE STATIONS	Montgomery K-4	US Highway 80	Montgomery	AL

78	NON-OWNED SERVICE STATIONS	Morgan City 7079	Highway 231 North	Morgan City	AL
79	NON-OWNED SERVICE STATIONS	Morgan City	Hwy. 431N	Morgan City	AL
80	NON-OWNED SERVICE STATIONS	Mountainboro- Boaz 7025	Highway 431 N - Carlisle	Mountainboro Boaz	AL
81	NON-OWNED SERVICE STATIONS	Odenville 7030	Highway 411 South	Odenville	AL
82	NON-OWNED SERVICE STATIONS	Oneonta 108	402 2nd Avenue East	Oneonta	AL
83	NON-OWNED SERVICE STATIONS	Oneonta 7201	Highway 231 North	Oneonta	AL
84	NON-OWNED SERVICE STATIONS	Oneonta 7204	Highway 75 West	Oneonta	AL
85	NON-OWNED SERVICE STATIONS	Opelika 63	US Highway 29	Opelika	AL
86	NON-OWNED SERVICE STATIONS	Owens Cross Roads 7080	9642 Highway 431 South	Owens Cross Roads	AL
87	NON-OWNED SERVICE STATIONS	OXFORD	1200 SNOW	Oxford	AL
88	NON-OWNED SERVICE STATIONS	Painter-Crossville 7022	Highway 75 South	Painter- Crossville	AL
89	NON-OWNED SERVICE STATIONS	Pelham 89	US Highway 31 South of Birmingham	Pelham	AL
90	NON-OWNED SERVICE STATIONS	Phenix City 62	US 280 and 431	Phenix City	AL
91	NON-OWNED SERVICE STATIONS	Piedmont 107	State Highway 74 and US 278	Piedmont	AL
92	NON-OWNED SERVICE STATIONS	Prattville 18	Highway 31 and Alabama River	Prattville	AL
93	NON-OWNED SERVICE STATIONS	Prattville K-3	RR #1	Prattville	AL
94	NON-OWNED SERVICE STATIONS	Prattville 13	US Highway 31	Prattville	AL
95	NON-OWNED SERVICE STATIONS	Prichard 73	3000 St Stephens Road	Prichard	AL
96	NON-OWNED SERVICE STATIONS	Prichard 54	Highway 45 & Lott Road	Prichard	AL
97	NON-OWNED SERVICE STATIONS	Reform 65	US Highway 82	Reform	AL

98	NON-OWNED SERVICE STATIONS	Saraland 5071	207 Highway #43	Saraland	AL
99	NON-OWNED SERVICE STATIONS	Selma 20	1327 - 1331 Broad Street	Selma	AL
100	NON-OWNED SERVICE STATIONS	Selma K-14	US Highway 80	Selma	AL
101	NON-OWNED SERVICE STATIONS	Shawmut 158	3000 20th Avenue	Shawmut	AL
102	NON-OWNED SERVICE STATIONS	Sheffield 7098	717 East 2nd Street	Sheffield	AL
103	NON-OWNED SERVICE STATIONS	Sheffield 94	723 East Second	Sheffield	AL
104	NON-OWNED SERVICE STATIONS	Sheffield 112	Montgomery Avenue and Cohen Street	Sheffield	AL
105	NON-OWNED SERVICE STATIONS	Somerville 111	Decatur-Arab Road (Highway 67)	Somerville	AL
106	NON-OWNED SERVICE STATIONS	Southside 7084	Highway 77 South	Southside	AL
107	NON-OWNED SERVICE STATIONS	Sylacauga 7082	Highway 21 North	Sylacauga	AL
108	NON-OWNED SERVICE STATIONS	Tarrant County 7102	1021 Pinson Valley Parkway	Tarrant County	AL
109	NON-OWNED SERVICE STATIONS	Tuscaloosa 12	Greensboro Avenue and Second Street	Tuscaloosa	AL
110	NON-OWNED SERVICE STATIONS	Verbena 16	US Highway 31	Verbena	AL
111	NON-OWNED SERVICE STATIONS	Wetumpka K-8	14 miles east of Montgomery on Highway 231	Wetumpka	AL
112	NON-OWNED SERVICE STATIONS	Wetumpka 56	US Highway 231	Wetumpka	AL
113	NON-OWNED SERVICE STATIONS	Wetumpka K-2	US Highway 231	Wetumpka	AL
114	NON-OWNED SERVICE STATIONS	Winfield 114	US Highway 78	Winfield	AL
115	NON-OWNED SERVICE STATIONS	Winterborough 61	US Highway 231	Winterborough	AL
116	NON-OWNED SERVICE STATIONS	Beebe 1	Highway 67	Beebe	AR
117	NON-OWNED SERVICE STATIONS	Beebe 74		Beebe	AR

118	NON-OWNED SERVICE STATIONS	Blytheville 1	1000 South Division Street	Blytheville	AR
119	NON-OWNED SERVICE STATIONS	Blytheville 2	301 South Elm Street	Blytheville	AR
120	NON-OWNED SERVICE STATIONS	Blytheville 3	Highway 151 North	Blytheville	AR
121	NON-OWNED SERVICE STATIONS	Camden 1	SE/C California & Chestnut	Camden	AR
122	NON-OWNED SERVICE STATIONS	DeQueen 1	830 Elberta Avenue	DeQueen	AR
123	NON-OWNED SERVICE STATIONS	Eudora 5	Highway 65 & Fourth Street	Eudora	AR
124	NON-OWNED SERVICE STATIONS	Fayetteville 1	103 South School Street	Fayetteville	AR
125	NON-OWNED SERVICE STATIONS	Fayetteville 2	1236 South School Street	Fayetteville	AR
126	NON-OWNED SERVICE STATIONS	Fayetteville 4	1348 West 6th Street	Fayetteville	AR
127	NON-OWNED SERVICE STATIONS	Fayetteville 3	2402 College	Fayetteville	AR
128	NON-OWNED SERVICE STATIONS	Fort Smith 4	3825 Jenny Lind	Fort Smith	AR
129	NON-OWNED SERVICE STATIONS	Fort Smith 3	3811 Grand Avenue	Ft. Smith	AR
130	NON-OWNED SERVICE STATIONS	Ft. Smith 1	3911 Towson Avenue	Ft. Smith	AR
131	NON-OWNED SERVICE STATIONS	Fort Smith 2	5101 Jenny Lind Avenue	Ft. Smith	AR
132	NON-OWNED SERVICE STATIONS	Helena 1	Perry and Oakland Streets	Helena	AR
133	NON-OWNED SERVICE STATIONS	Hot Springs 2	2200 Albert Pike	Hot Springs	AR
134	NON-OWNED SERVICE STATIONS	Hot Springs 3	2245 Malvern Avenue	Hot Springs	AR
135	NON-OWNED SERVICE STATIONS	Hot Springs	4109 Central Avenue	Hot Springs	AR
136	NON-OWNED SERVICE STATIONS	Hoxie 1	NE/C US Highway 67 & Lindsey St.	Hoxie	AR
137	NON-OWNED SERVICE STATIONS	Jacksonville 1	106 Marshall Road	Jacksonville	AR

138	NON-OWNED SERVICE STATIONS	Little Rock 5	1100 East Roosevelt	Little Rock	AR
139	NON-OWNED SERVICE STATIONS	Little Rock 2	1823 High Street	Little Rock	AR
140	NON-OWNED SERVICE STATIONS	Little Rock 1	2801 West Markham	Little Rock	AR
141	NON-OWNED SERVICE STATIONS	Little Rock 44	West 12th Street and South Hayes	Little Rock	AR
142	NON-OWNED SERVICE STATIONS	Malvern 2	1114 East Page Avenue	Malvern	AR
143	NON-OWNED SERVICE STATIONS	Marianna 1	US Highway 79 & SH-1	Marianna	AR
144	NON-OWNED SERVICE STATIONS	Newport 1	Highway 67	Newport	AR
145	NON-OWNED SERVICE STATIONS	North Little Rock 4	224 East Broadway	North Little Rock	AR
146	NON-OWNED SERVICE STATIONS	North Little Rock 3	4600 East Broadway	North Little Rock	AR
147	NON-OWNED SERVICE STATIONS	Pine Bluff 3	1301 West Barraque	Pine Bluff	AR
148	NON-OWNED SERVICE STATIONS	PINE BLUFF	1700 N CEDAR	Pine Bluff	AR
149	NON-OWNED SERVICE STATIONS	Pine Bluff 5	2220 Olive Street	Pine Bluff	AR
150	NON-OWNED SERVICE STATIONS	Pine Bluff 4	3820 West Sixth Avenue	Pine Bluff	AR
151	NON-OWNED SERVICE STATIONS	Pine Bluff 2	NW/C US Highway 65 & Hutchinson	Pine Bluff	AR
152	NON-OWNED SERVICE STATIONS	Pine Bluff 1	US Highway 79 North & Collegiate Dr	Pine Bluff	AR
153	NON-OWNED SERVICE STATIONS	POTTSVILLE	SE/C i-40 & us 64	Pottsville	AR
154	NON-OWNED SERVICE STATIONS	Russellville 2	1021 East 4th Street	Russellville	AR
155	NON-OWNED SERVICE STATIONS	Russellville	3109 N. Main street	Russellville	AR
156	NON-OWNED SERVICE STATIONS	Searcy 1	502 W. Pleasure St.	Searcy	AR
157	NON-OWNED SERVICE STATIONS	Searcy 2	1901 East Race Street	Searcy	AR

158	NON-OWNED SERVICE STATIONS	Springdale 1	930 South Thompson Street	Springdale	AR
159	NON-OWNED SERVICE STATIONS	Springdale 2	404 W. Emma	Springdale	AR
160	NON-OWNED SERVICE STATIONS	Atlantic Beach 71	1119 Atlantic Boulevard	Atlantic Beach	FL
161	NON-OWNED SERVICE STATIONS	Atlantic Beach 75	880 Mayport Road	Atlantic Beach	FL
162	NON-OWNED SERVICE STATIONS	Boynton Beach 87	730 NW Second Avenue	Boynton Beach	FL
163	NON-OWNED SERVICE STATIONS	Clearwater 63	US Alternate Route 19 and Howard Court	Clearwater	FL
164	NON-OWNED SERVICE STATIONS	COCOA #3057	SE/C ST ROAD 520/LINCOLN ROAD	Cocoa	FL
165	NON-OWNED SERVICE STATIONS	Crystal River 44	Eastside US Highway 19	Crystal River	FL
166	NON-OWNED SERVICE STATIONS	Fernandina Beach 67	State Highway 200	Fernandina Beach	FL
167	NON-OWNED SERVICE STATIONS	Fort Walton Beach 76	54 Beal Parkway Southwest	Fort Walton Beach	FL
168	NON-OWNED SERVICE STATIONS	Ft. Walton Beach	98 Elgin Parkway N.E.	Ft. Walton Beach	FL
169	NON-OWNED SERVICE STATIONS	Gainesville 79	205 NW 8th Avenue	Gainesville	FL
170	NON-OWNED SERVICE STATIONS	Gainesville 91	2225 NW 6th	Gainesville	FL
171	NON-OWNED SERVICE STATIONS	Holly Hills 92	1094 Derbshire	Holly Hills	FL
172	NON-OWNED SERVICE STATIONS	Jacksonville 74	1112 University Boulevard	Jacksonville	FL
173	NON-OWNED SERVICE STATIONS	Jacksonville 69	4233 Brentwood	Jacksonville	FL
174	NON-OWNED SERVICE STATIONS	Jacksonville 66	4321 Moncrief Road	Jacksonville	FL
175	NON-OWNED SERVICE STATIONS	Jacksonville 70	509 South Edgewood Avenue	Jacksonville	FL
176	NON-OWNED SERVICE STATIONS	Jacksonville 55	6186 Cleveland Avenue	Jacksonville	FL
177	NON-OWNED SERVICE STATIONS	Jacksonville 90	6203 Roosevelt Boulevard	Jacksonville	FL

178	NON-OWNED SERVICE STATIONS	Jacksonville 42	7136 Atlantic Avenue	Jacksonville	FL
179	NON-OWNED SERVICE STATIONS	Jacksonville 68	725 Florida Avenue	Jacksonville	FL
180	NON-OWNED SERVICE STATIONS	Jacksonville 73	729 West Ashley Street	Jacksonville	FL
181	NON-OWNED SERVICE STATIONS	Jacksonville 41	959 Cassatt Avenue	Jacksonville	FL
182	NON-OWNED SERVICE STATIONS	Jacksonville 40	NW/C Merrill Road & Cesery Boulevard	Jacksonville	FL
183	NON-OWNED SERVICE STATIONS	Lake Worth 83	1001-05 South Dixie Highway	Lake Worth	FL
184	NON-OWNED SERVICE STATIONS	Lake Worth 84	3138 Lake Worth Road	Lake Worth	FL
185	NON-OWNED SERVICE STATIONS	Lake Worth 86	3380 South Military Trail	Lake Worth	FL
186	NON-OWNED SERVICE STATIONS	Lakeland 88	414 West Memorial Boulevard	Lakeland	FL
187	NON-OWNED SERVICE STATIONS	Largo 58	3390 E. Bay Drive	Largo	FL
188	NON-OWNED SERVICE STATIONS	Melbourne 29	2300 New Haven Street and Acacia Drive	Melbourne	FL
189	NON-OWNED SERVICE STATIONS	Merritt Island 82	325 Merritt Island Causeway	Merritt Island	FL
190	NON-OWNED SERVICE STATIONS	Ocala Power 52	US Highway Interstate 75 & State Route 40	Ocala	FL
191	NON-OWNED SERVICE STATIONS	Orlando 77	10 East Oakridge Road	Orlando	FL
192	NON-OWNED SERVICE STATIONS	Orlando 3093	1905 East Michigan	Orlando	FL
193	NON-OWNED SERVICE STATIONS	Orlando 76	7525 South Orange Avenue	Orlando	FL
194	NON-OWNED SERVICE STATIONS	Ormond Beach 3072	101 W. Granada Blvd	Ormond Beach	FL
195	NON-OWNED SERVICE STATIONS	Palatka 65	2005 Reid Road	Palatka	FL
196	NON-OWNED SERVICE STATIONS	Panama City	1920 East Fifth Street	Panama City	FL
197	NON-OWNED SERVICE STATIONS	Panama City 45	St. Andrews - Lynn Haven Road	Panama City	FL

198	NON-OWNED SERVICE STATIONS	Pensacola 47	3600 Palafox	Pensacola	FL
199	NON-OWNED SERVICE STATIONS	Pensacola 35	3806 Mobile Highway	Pensacola	FL
200	NON-OWNED SERVICE STATIONS	Perry 39	US Highway 19 South	Perry	FL
201	NON-OWNED SERVICE STATIONS	St Augustine 56	Green Acres Road & S. Highway 16	St. Augustine	FL
202	NON-OWNED SERVICE STATIONS	Tallahassee 38	1080 West Tennessee Street	Tallahassee	FL
203	NON-OWNED SERVICE STATIONS	Tampa 51	3057 West Hillsborough Avenue	Tampa	FL
204	NON-OWNED SERVICE STATIONS	Tampa 59	3337 South West Shore Boulevard	Tampa	FL
205	NON-OWNED SERVICE STATIONS	Titusville 3081	1110 Garden Street	Titusville	FL
206	NON-OWNED SERVICE STATIONS	Titusville 80	South & DeLeon Streets	Titusville	FL
207	NON-OWNED SERVICE STATIONS	West Palm Beach 85	5713 Voss Road, Mangonia Park	West Palm Beach	FL
208	NON-OWNED SERVICE STATIONS	Winter Haven 89	1506 34th Street, NW	Winter Haven	FL
209	NON-OWNED SERVICE STATIONS	Albany 47	1300 North Slappey Boulevard	Albany	GA
210	NON-OWNED SERVICE STATIONS	Albany 48	615 Radium Springs Road	Albany	GA
211	NON-OWNED SERVICE STATIONS	Alpharetta 5	125 South Main Street	Alpharetta	GA
212	NON-OWNED SERVICE STATIONS	Athens 28	1064 Baxter Street	Athens	GA
213	NON-OWNED SERVICE STATIONS	Athens 57	Oconee Street	Athens	GA
214	NON-OWNED SERVICE STATIONS	Atlanta 17	1113 Twiggs Street	Atlanta	GA
215	NON-OWNED SERVICE STATIONS	Atlanta 24	1321 Bankhead Highway	Atlanta	GA
216	NON-OWNED SERVICE STATIONS	Atlanta 11	180 Georgia Avenue S.W.	Atlanta	GA
217	NON-OWNED SERVICE STATIONS	Atlanta 11	1811 Lakewood Avenue SE	Atlanta	GA

218	NON-OWNED SERVICE STATIONS	Atlanta 12	1811 Lakewood Avenue, S.W.	Atlanta	GA
219	NON-OWNED SERVICE STATIONS	Atlanta 2091	186 Northside Drive, S.W.	Atlanta	GA
220	NON-OWNED SERVICE STATIONS	Atlanta 4	2125 Piedmont Road, N.E.	Atlanta	GA
221	NON-OWNED SERVICE STATIONS	Atlanta 3	2125 Piedmont Road, NE	Atlanta	GA
222	NON-OWNED SERVICE STATIONS	Atlanta 2	2418 Bolton Road	Atlanta	GA
223	NON-OWNED SERVICE STATIONS	Atlanta 1	2418 Bolton Road N.W.	Atlanta	GA
224	NON-OWNED SERVICE STATIONS	Atlanta 3030	280 Central Avenue	Atlanta	GA
225	NON-OWNED SERVICE STATIONS	Atlanta 10	370 Peters Street	Atlanta	GA
226	NON-OWNED SERVICE STATIONS	Atlanta 4	3955 Buford Highway	Atlanta	GA
227	NON-OWNED SERVICE STATIONS	Atlanta8	409 Mitchell Street S.W.	Atlanta	GA
228	NON-OWNED SERVICE STATIONS	Atlanta 8	409 Mitchelle Street S.W.	Atlanta	GA
229	NON-OWNED SERVICE STATIONS	Atlanta 2	4374 Roswell Road, N.W.	Atlanta	GA
230	NON-OWNED SERVICE STATIONS	Atlanta 3	4374 Roswell Road, N.W.	Atlanta	GA
231	NON-OWNED SERVICE STATIONS	Atlanta 139	646 DeKalb Avenue	Atlanta	GA
232	NON-OWNED SERVICE STATIONS	Atlanta 26	712 Hemphill Avenue	Atlanta	GA
233	NON-OWNED SERVICE STATIONS	Atlanta 31	980 Howell Mill Road	Atlanta	GA
234	NON-OWNED SERVICE STATIONS	Atlanta 92	980 Howell Mill Road	Atlanta	GA
235	NON-OWNED SERVICE STATIONS	Atlanta Bulk Plant	Avon Avenue & Sylvan Road	Atlanta	GA
236	NON-OWNED SERVICE STATIONS	Atlanta 29	Bankhead Highway	Atlanta	GA
237	NON-OWNED SERVICE STATIONS	Atlanta 30	Central & Pulliam	Atlanta	GA

238	NON-OWNED SERVICE STATIONS	Atlanta 10	108 Georgia Avenue	Atlanta	GA
239	NON-OWNED SERVICE STATIONS	Augusta 17	1113 Twiggs Street	Augusta	GA
240	NON-OWNED SERVICE STATIONS	Augusta 25	2228 Milledgeville Road	Augusta	GA
241	NON-OWNED SERVICE STATIONS	Brunswick 49	2325 Norwich Street	Brunswick	GA
242	NON-OWNED SERVICE STATIONS	Chamblee 2	3705 Buford Highway	Chamblee	GA
243	NON-OWNED SERVICE STATIONS	Chamblee 1	4477 Peachtree rd	Chamblee	GA
244	NON-OWNED SERVICE STATIONS	College Park 137	2086 Roosevelt Highway	College Park	GA
245	NON-OWNED SERVICE STATIONS	Columbus 35	3238 Cusseta Road	Columbus	GA
246	NON-OWNED SERVICE STATIONS	Dalton 23	606 East Morris	Dalton	GA
247	NON-OWNED SERVICE STATIONS	Dalton 16	900 North Glenwood Avenue	Dalton	GA
248	NON-OWNED SERVICE STATIONS	Decatur 9	1875 Candler Road	Decatur	GA
249	NON-OWNED SERVICE STATIONS	Decatur 9	1881 Candler Road	Decatur	GA
250	NON-OWNED SERVICE STATIONS	Decatur 2038	3647 Covington Highway	Decatur	GA
251	NON-OWNED SERVICE STATIONS	Dry Branch 3011	Macon Irwinton Road	Dry Branch	GA
252	NON-OWNED SERVICE STATIONS	Eatonton	Oak Street & South Madison	Eatonton	GA
253	NON-OWNED SERVICE STATIONS	Fair Oaks 7	505 Austell Road	Fair Oaks	GA
254	NON-OWNED SERVICE STATIONS	Flippen 3	SE/C Meadowbrook & Highway 351	Flippen	GA
255	NON-OWNED SERVICE STATIONS	Forest Park 2135	752 Main Street	Forest Park	GA
256	NON-OWNED SERVICE STATIONS	Fort Valley 9	Macon and Church Streets	Fort Valley	GA
257	NON-OWNED SERVICE STATIONS	Gainesville 6	1000 Athens Street	Gainesville	GA

258	NON-OWNED SERVICE STATIONS	Gainesville 9	920 Athens Avenue	Gainesville	GA
259	NON-OWNED SERVICE STATIONS	Gainesville 6	Athens Highway	Gainesville	GA
260	NON-OWNED SERVICE STATIONS	Gray 5	Gray- Milledgeville Road	Gray	GA
261	NON-OWNED SERVICE STATIONS	Green Valley 27	Highway 87	Green Valley	GA
262	NON-OWNED SERVICE STATIONS	Griffin 36	361 North Expressway	Griffin	GA
263	NON-OWNED SERVICE STATIONS	Hapeville	816 South Central Avenue	Hapeville	GA
264	NON-OWNED SERVICE STATIONS	Irwinton 13	Main Street & Highway 29 & 57	Irwinton	GA
265	NON-OWNED SERVICE STATIONS	Jenkinsburg 3028	US Highway 23	Jenkinsburg	GA
266	NON-OWNED SERVICE STATIONS	Mableton 2093	835 Bankhead Highway	Mableton	GA
267	NON-OWNED SERVICE STATIONS	Macon 24	1083 Third Street	Macon	GA
268	NON-OWNED SERVICE STATIONS	Macon 24	1095 Third Street	Macon	GA
269	NON-OWNED SERVICE STATIONS	Macon	1194 Broadway	Macon	GA
270	NON-OWNED SERVICE STATIONS	Macon 20	1503 Broadway	Macon	GA
271	NON-OWNED SERVICE STATIONS	Macon 21	161 Emery Highway	Macon	GA
272	NON-OWNED SERVICE STATIONS	Macon 2	2165 Montpelier Avenue	Macon	GA
273	NON-OWNED SERVICE STATIONS	Macon 15	2827 Houston Avenue	Macon	GA
274	NON-OWNED SERVICE STATIONS	Macon 18	3306 Forsyth Road	Macon	GA
275	NON-OWNED SERVICE STATIONS	Macon 18	3306 Vineville Avenue	Macon	GA
276	NON-OWNED SERVICE STATIONS	Macon 34	3430 Pio Nona Avenue	Macon	GA
277	NON-OWNED SERVICE STATIONS	Macon 46	3871 Broadway	Macon	GA

278	NON-OWNED SERVICE STATIONS	Macon 22	399 Walnut Street	Macon	GA
279	NON-OWNED SERVICE STATIONS	Macon 12	3992 Napier Avenue	Macon	GA
280	NON-OWNED SERVICE STATIONS	Macon 23	489 Cotton Avenue	Macon	GA
281	NON-OWNED SERVICE STATIONS	Macon 3	659 North Avenue	Macon	GA
282	NON-OWNED SERVICE STATIONS	Macon 50	727 Emery Highway & Fort Hill Road	Macon	GA
283	NON-OWNED SERVICE STATIONS	Macon 12	Belleville Station	Macon	GA
284	NON-OWNED SERVICE STATIONS	macon #3053	sw/c Hawkinsville road & allen road	Macon	GA
285	NON-OWNED SERVICE STATIONS	Macon 37	3871 Broadway	Macon	GA
286	NON-OWNED SERVICE STATIONS	Marietta 7	1410 Austell Road, Southeast	Marietta	GA
287	NON-OWNED SERVICE STATIONS	Moultrie 16	West Central & First Street, S.W.	Moultrie	GA
288	NON-OWNED SERVICE STATIONS	Moultrie 16	West Central & Trust	Moultrie	GA
289	NON-OWNED SERVICE STATIONS	Scottsdale 14	3436 East Ponce De Leon Avenue	Scottsdale	GA
290	NON-OWNED SERVICE STATIONS	Statesboro 7	Savannah and Vine Streets	Statesboro	GA
291	NON-OWNED SERVICE STATIONS	Summerville 51	463 Commerce Street	Summerville	GA
292	NON-OWNED SERVICE STATIONS	Thomaston 6	904 Barnesville Street	Thomaston	GA
293	NON-OWNED SERVICE STATIONS	Thomaston 26	US Highway 19	Thomaston	GA
294	NON-OWNED SERVICE STATIONS	Valdosta 14	651 South Patterson	Valdosta	GA
295	NON-OWNED SERVICE STATIONS	Vidalia 10	First Street	Vidalia	GA
296	NON-OWNED SERVICE STATIONS	West Point 46	100 East 8th Street	West Point	GA
297	NON-OWNED SERVICE STATIONS	Atlantic 2	7th and Walnut Streets	Atlantic	IA

298	NON-OWNED SERVICE STATIONS	Bettendorf 1	2920 State Street	Bettendorf	IA
299	NON-OWNED SERVICE STATIONS	Burlington 1	1200 N. Roosevelt Avenue	Burlington	IA
300	NON-OWNED SERVICE STATIONS	Carroll 1	US Highway 30 East	Carroll	IA
301	NON-OWNED SERVICE STATIONS	Cedar Rapids	1600 6th Street	Cedar Rapids	IA
302	NON-OWNED SERVICE STATIONS	Cedar Rapids 1	4713 6th Street	Cedar Rapids	IA
303	NON-OWNED SERVICE STATIONS	Centerville 1	220 East Maple Street	Centerville	IA
304	NON-OWNED SERVICE STATIONS	Clive 1	1725 N.W. 86th Street	Clive	IA
305	NON-OWNED SERVICE STATIONS	Cresco 1	202 2nd Avenue South	Cresco	IA
306	NON-OWNED SERVICE STATIONS	Davenport 2	2000 West River Road	Davenport	IA
307	NON-OWNED SERVICE STATIONS	Davenport 1	2920 West Locust	Davenport	IA
308	NON-OWNED SERVICE STATIONS	Denison 1	White and Prospect Streets	Denison	IA
309	NON-OWNED SERVICE STATIONS	Des Moines 2	14th & Euclid	Des Moines	IA
310	NON-OWNED SERVICE STATIONS	Des Moines 7	1824 Second Avenue	Des Moines	IA
311	NON-OWNED SERVICE STATIONS	Des Moines 9	1954 Indianola Road	Des Moines	IA
312	NON-OWNED SERVICE STATIONS	Des Moines 11	2110 West Army Post Road	Des Moines	IA
313	NON-OWNED SERVICE STATIONS	Des Moines 3	2270 Hubbell Avenue	Des Moines	IA
314	NON-OWNED SERVICE STATIONS	Des Moines 15	2814 E. University Street	Des Moines	IA
315	NON-OWNED SERVICE STATIONS	Des Moines 17	2825 Easton Boulevard	Des Moines	IA
316	NON-OWNED SERVICE STATIONS	Des Moines 10	3200 S.E. 14th	Des Moines	IA
317	NON-OWNED SERVICE STATIONS	Des Moines 16	3418 Sixth Avenue	Des Moines	IA

318	NON-OWNED SERVICE STATIONS	Des Moines 6	3426 Harding Road	Des Moines	IA
319	NON-OWNED SERVICE STATIONS	Des Moines 1	4100 S.W. Ninth St.	Des Moines	IA
320	NON-OWNED SERVICE STATIONS	Des Moines 14	4200 East Hubbell	Des Moines	IA
321	NON-OWNED SERVICE STATIONS	Des Moines 13	4675 North Second Avenue	Des Moines	IA
322	NON-OWNED SERVICE STATIONS	Des Moines 12	6900 Hickman Road	Des Moines	IA
323	NON-OWNED SERVICE STATIONS	Des Moines 4	7101 University Avenue	Des Moines	IA
324	NON-OWNED SERVICE STATIONS	Dunlap	7th & Iowa Streets	Des Moines	IA
325	NON-OWNED SERVICE STATIONS	Des Moines 8	East 14th & Des Moines	Des Moines	IA
326	NON-OWNED SERVICE STATIONS	Des Moines Bulk Station	Raccoon Street between 9th & 10th	Des Moines	IA
327	NON-OWNED SERVICE STATIONS	Fairfield 1	605 North Second Street	Fairfield	IA
328	NON-OWNED SERVICE STATIONS	Fort Dodge 1	1202 Second Avenue, South	Fort Dodge	IA
329	NON-OWNED SERVICE STATIONS	Fort Dodge 2	1500 Second Avenue, North	Fort Dodge	IA
330	NON-OWNED SERVICE STATIONS	Fort Madison 1	2311 Avenue “L”	Fort Madison	IA
331	NON-OWNED SERVICE STATIONS	Indianola 1	109 S. Jefferson Avenue	Indianola	IA
332	NON-OWNED SERVICE STATIONS	Iowa City 1	304 East Burlington	Iowa City	IA
333	NON-OWNED SERVICE STATIONS	Kellogg	Interstate 80 & County Road	Kellogg	IA
334	NON-OWNED SERVICE STATIONS	Keokuk 1	2820 Main	Keokuk	IA
335	NON-OWNED SERVICE STATIONS	LeMars 1	226 Fifth Avenue, S.W.	LeMars	IA
336	NON-OWNED SERVICE STATIONS	LeMars	234 5th Avenue	LeMars	IA
337	NON-OWNED SERVICE STATIONS	Maquoketa 1	311 East Platt Street	Maquoketa	IA

338	NON-OWNED SERVICE STATIONS	Mason City 1	North Federal and 13t Street	Mason City	IA
339	NON-OWNED SERVICE STATIONS	Missouri Valley 1	500 West Erie Street	Missouri Valley	IA
340	NON-OWNED SERVICE STATIONS	Nevada 2	1136 East 5th Street	Nevada	IA
341	NON-OWNED SERVICE STATIONS	Newton 1	1901 First Avenue	Newton	IA
342	NON-OWNED SERVICE STATIONS	Oakland 1	Main Street	Oakland	IA
343	NON-OWNED SERVICE STATIONS	Oelwein 1	935 South Frederick	Oelwein	IA
344	NON-OWNED SERVICE STATIONS	Osage 1	1428 Main Street	Osage	IA
345	NON-OWNED SERVICE STATIONS	Osceola 1	714 West McLane	Osceola	IA
346	NON-OWNED SERVICE STATIONS	Oskaloosa 1	1102 A Avenue West	Oskaloosa	IA
347	NON-OWNED SERVICE STATIONS	Ottumwa 1	1268 West 2nd	Ottumwa	IA
348	NON-OWNED SERVICE STATIONS	Ottumwa 2	201 North Madison	Ottumwa	IA
349	NON-OWNED SERVICE STATIONS	Pella 1	600 Oskaloosa Street	Pella	IA
350	NON-OWNED SERVICE STATIONS	Sheldon 1	622 Second Avenue	Sheldon	IA
351	NON-OWNED SERVICE STATIONS	Sioux City 1	322 South Lewis Road	Sioux City	IA
352	NON-OWNED SERVICE STATIONS	Sioux City	500 Wesley Way	Sioux City	IA
353	NON-OWNED SERVICE STATIONS	Storm Lake 1	420 Flindt Drive	Storm Lake	IA
354	NON-OWNED SERVICE STATIONS	Washington 1	Route 2, Box 110-A	Washington	IA
355	NON-OWNED SERVICE STATIONS	Waterloo 1	2102-2116 Lafayette	Waterloo	IA
356	NON-OWNED SERVICE STATIONS	Abingdon 1	Monmouth & Monroe Sts.	Abingdon	IL
357	NON-OWNED SERVICE STATIONS	Belleville 1	1531 Lebanon Avenue	Belleville	IL

358	NON-OWNED SERVICE STATIONS	Belvidere 1	600 Logan Avenue	Belvidere	IL
359	NON-OWNED SERVICE STATIONS	Bushnell #1	105 E. Hail Street	Bushnell	IL
360	NON-OWNED SERVICE STATIONS	Carlinville	304 East First South Street	Carlinville	IL
361	NON-OWNED SERVICE STATIONS	Centralia 1	138 N. Walnut	Centralia	IL
362	NON-OWNED SERVICE STATIONS	Charleston 1	120 Lincoln Street	Charleston	IL
363	NON-OWNED SERVICE STATIONS	Chillicothe 1	223 N. 4th	Chillicothe	IL
364	NON-OWNED SERVICE STATIONS	Clinton	105 East Van Buren	Clinton	IL
365	NON-OWNED SERVICE STATIONS	Collinsville 1	201 North Vandalia	Collinsville	IL
366	NON-OWNED SERVICE STATIONS	Decatur Bulk Station	100 Industry Court	Decatur	IL
367	NON-OWNED SERVICE STATIONS	Decatur 7	1500 East Eldorado Street	Decatur	IL
368	NON-OWNED SERVICE STATIONS	Decatur 5	274 West Wood Street	Decatur	IL
369	NON-OWNED SERVICE STATIONS	Decatur	560 East Pershing Road	Decatur	IL
370	NON-OWNED SERVICE STATIONS	DeKalb 1	1120 W. Lincoln Highway	DeKalb	IL
371	NON-OWNED SERVICE STATIONS	LEFTON IRON AND METAL	SCRAP SALVAGE SITE- 205 SOUTH 17TH STREET	East St. Louis	IL
372	NON-OWNED SERVICE STATIONS	Edwardsville	100 South Main Street	Edwardsville	IL
373	NON-OWNED SERVICE STATIONS	Effingham 1	419 West Fayette Avenue	Effingham	IL
374	NON-OWNED SERVICE STATIONS	Fairfield 1	W. Main and Clarence	Fairfield	IL
375	NON-OWNED SERVICE STATIONS	Flora 1	400 West North Avenue	Flora	IL
376	NON-OWNED SERVICE STATIONS	Freeport 1	901 South Galena	Freeport	IL

377	NON-OWNED SERVICE STATIONS	Galesburg 2	RFD 3, Knoxville Road	Galesburg	IL
378	NON-OWNED SERVICE STATIONS	Galva 1	S.E. 1st Avenue	Galva	IL
379	NON-OWNED SERVICE STATIONS	Georgetown 1	305 North Main Street	Georgetown	IL
380	NON-OWNED SERVICE STATIONS	Granite City 1	2320 Nameoki Road	Granite City	IL
381	NON-OWNED SERVICE STATIONS	Greenville 1	110 East Harris St.	Greenville	IL
382	NON-OWNED SERVICE STATIONS	Harrisburg 1	NW/C Commercial and Church Streets	Harrisburg	IL
383	NON-OWNED SERVICE STATIONS	Hoopeston 1	West Main Street and South Sixth Avenue	Hoopeston	IL
384	NON-OWNED SERVICE STATIONS	Jacksonville 1	524 East Morton Avenue	Jacksonville	IL
385	NON-OWNED SERVICE STATIONS	Kankakee 3	121 West Court Street	Kankakee	IL
386	NON-OWNED SERVICE STATIONS	Kankakee 2	750 Fair Street	Kankakee	IL
387	NON-OWNED SERVICE STATIONS	Kewanee 1	501 N. Main	Kewanee	IL
388	NON-OWNED SERVICE STATIONS	LaSalle 1	145 Third Street	LaSalle	IL
389	NON-OWNED SERVICE STATIONS	Lincoln 1	203 North Kickapoo Street	Lincoln	IL
390	NON-OWNED SERVICE STATIONS	Litchfield 1	403 E. Union Avenue	Litchfield	IL
391	NON-OWNED SERVICE STATIONS	Marion 1	1500 West Main	Marion	IL
392	NON-OWNED SERVICE STATIONS	Mattoon 1	1721 Charleston Avenue	Mattoon	IL
393	NON-OWNED SERVICE STATIONS	Mendota 1	1212 13th Avenue	Mendota	IL
394	NON-OWNED SERVICE STATIONS	Metropolis 1	NE/C Ferry & Sixth Streets	Metropolis	IL
395	NON-OWNED SERVICE STATIONS	Moline 1	4720 Bridgelane	Moline	IL
396	NON-OWNED SERVICE STATIONS	Monmouth 1	Main and Franklin	Monmouth	IL

397	NON-OWNED SERVICE STATIONS	Monticello 1	117 N. Market Street	Monticello	IL
398	NON-OWNED SERVICE STATIONS	Morrison 1	US Highway 30, North Route	Morrison	IL
399	NON-OWNED SERVICE STATIONS	mt. carmel	330 walnut ave	Mt. Carmel	IL
400	NON-OWNED SERVICE STATIONS	Mt. Pulaski	Railroad Right- of-way Site	Mt. Pulaski	IL
401	NON-OWNED SERVICE STATIONS	Mt. Vernon	100 South 15th Street	Mt. Vernon	IL
402	NON-OWNED SERVICE STATIONS	MT. VERNON	1416 S 10TH	Mt. Vernon	IL
403	NON-OWNED SERVICE STATIONS	Murphysboro 1	Sixth and Walnut Street	Murphysboro	IL
404	NON-OWNED SERVICE STATIONS	Normal	313 West Beaufort	Normal	IL
405	NON-OWNED SERVICE STATIONS	Olney 1	703 West Main Street	Olney	IL
406	NON-OWNED SERVICE STATIONS	Petersburg	219 N. 6th	Petersburg	IL
407	NON-OWNED SERVICE STATIONS	Princeton 1	Highway 26, Route 1	Princeton	IL
408	NON-OWNED SERVICE STATIONS	Rantoul 1	714 E. Champaign	Rantoul	IL
409	NON-OWNED SERVICE STATIONS	Rochelle 1	US Highway 51, North of Rochelle	Rochelle	IL
410	NON-OWNED SERVICE STATIONS	Rock Island 1	1520 11th Street	Rock Island	IL
411	NON-OWNED SERVICE STATIONS	Rock Island 3	3100 Fifth Avenue	Rock Island	IL
412	NON-OWNED SERVICE STATIONS	Rockford 3	1430 East Broadway	Rockford	IL
413	NON-OWNED SERVICE STATIONS	Rockford	2301 Harrison Avenue	Rockford	IL
414	NON-OWNED SERVICE STATIONS	Rockford 2	2903 S. Kishwaukee	Rockford	IL
415	NON-OWNED SERVICE STATIONS	Rockford 4	3410 West State Street	Rockford	IL
416	NON-OWNED SERVICE STATIONS	Salem 1	1435 West Main	Salem	IL

417	NON-OWNED SERVICE STATIONS	Springfield 3	1000 N. MacArthur	Springfield	IL
418	NON-OWNED SERVICE STATIONS	Springfield 2	2041 East Cook Street	Springfield	IL
419	NON-OWNED SERVICE STATIONS	Springfield 1	629 North 9th Street	Springfield	IL
420	NON-OWNED SERVICE STATIONS	Streator 1	Bridge Street and Bloomington	Streator	IL
421	NON-OWNED SERVICE STATIONS	Sullivan 1	305 S. Hamilton	Sullivan	IL
422	NON-OWNED SERVICE STATIONS	Sycamore #1	Route 23, Highway 23 South	Sycamore	IL
423	NON-OWNED SERVICE STATIONS	Taylorville	1101 W. Spressor street	Taylorville	IL
424	NON-OWNED SERVICE STATIONS	Taylorville 1	Highway 48 & Silver Street or 1101 Route 48 West	Taylorville	IL
425	NON-OWNED SERVICE STATIONS	Urbana 1	US Highway 45 North	Urbana	IL
426	NON-OWNED SERVICE STATIONS	Washington 1	1309 Washington Road	Washington	IL
427	NON-OWNED SERVICE STATIONS	West Frankfort 1	1110 East Main	West Frankfort	IL
428	NON-OWNED SERVICE STATIONS	Anderson 1	603 East 8th	Anderson	IN
429	NON-OWNED SERVICE STATIONS	Clermont 1	9054 Crawfordsville Road	Clermont	IN
430	NON-OWNED SERVICE STATIONS	Clermont Pipeline Terminal	W. 30th St.	Clermont	IN
431	NON-OWNED SERVICE STATIONS	Clinton 1	9th and Vine Street	Clinton	IN
432	NON-OWNED SERVICE STATIONS	Elwood 1	2034 E. Main St	Elwood	IN
433	NON-OWNED SERVICE STATIONS	Franklin 1	650 West Madison	Franklin	IN
434	NON-OWNED SERVICE STATIONS	Greencastle 1	605 Bloomington	Greencastle	IN
435	NON-OWNED SERVICE STATIONS	Indianapolis 8	2801 Post Road	Indianapolis	IN

436	NON-OWNED SERVICE STATIONS	INDIANAPOLIS	3311 KENTUCKY AVE	Indianapolis	IN
437	NON-OWNED SERVICE STATIONS	Indianapolis 2	4951 South Madison Avenue	Indianapolis	IN
438	NON-OWNED SERVICE STATIONS	Indianapolis 6	5461 East 30th Street	Indianapolis	IN
439	NON-OWNED SERVICE STATIONS	Indianapolis 1	550 South Harding Street	Indianapolis	IN
440	NON-OWNED SERVICE STATIONS	Indianapolis 7	911 West 34th Street	Indianapolis	IN
441	NON-OWNED SERVICE STATIONS	Kentland 1	5th & Seymour Streets	Kentland	IN
442	NON-OWNED SERVICE STATIONS	Lawrence 1	4715 Shadeland Avenue	Lawrence	IN
443	NON-OWNED SERVICE STATIONS	Linton 1	380 N.W. "A" Street	Linton	IN
444	NON-OWNED SERVICE STATIONS	Logansport 1	1001 Wheatland	Logansport	IN
445	NON-OWNED SERVICE STATIONS	Marion 1	1102 S. Baldwin Avenue	Marion	IN
446	NON-OWNED SERVICE STATIONS	1741 SOUTH MAIN	1741 SOUTH MAIN STREET	New Castle	IN
447	NON-OWNED SERVICE STATIONS	New Castle 1	2131 E. Broad Street	New Castle	IN
448	NON-OWNED SERVICE STATIONS	Peru 1	310 N. Broadway	Peru	IN
449	NON-OWNED SERVICE STATIONS	Plainfield 1	US Highway & Clarks Road	Plainfield	IN
450	NON-OWNED SERVICE STATIONS	Princeton 1	1600 West Broadway	Princeton	IN
451	NON-OWNED SERVICE STATIONS	Rockville 1	600 North Lincoln Road	Rockville	IN
452	NON-OWNED SERVICE STATIONS	Speedway 1	2490 Georgetown Road	Speedway	IN
453	NON-OWNED SERVICE STATIONS	Sullivan 1	Section and Johnson Street	Sullivan	IN
454	NON-OWNED SERVICE STATIONS	Terre Haute 2	1328 Poplar Street	Terre Haute	IN
455	NON-OWNED SERVICE STATIONS	Terre Haute 1	1732 North Third	Terre Haute	IN

456	NON-OWNED SERVICE STATIONS	Vincennes 1	1626 North 6th Street	Vincennes	IN
457	NON-OWNED SERVICE STATIONS	Wabash 1	958 North Cass	Wabash	IN
458	NON-OWNED SERVICE STATIONS	Ark City	601 Summit street	Ark City	KS
459	NON-OWNED SERVICE STATIONS	Arkansas City 1	601 S. Summit	Arkansas City	KS
460	NON-OWNED SERVICE STATIONS	Augusta 2	115 East 7th	Augusta	KS
461	NON-OWNED SERVICE STATIONS	Augusta 1	641 Osage	Augusta	KS
462	NON-OWNED SERVICE STATIONS	Belleville 1	28th & L Streets	Belleville	KS
463	NON-OWNED SERVICE STATIONS	Burlington 1	1124 N. 4th	Burlington	KS
464	NON-OWNED SERVICE STATIONS	Cherryvale Storage Tank	101 East Fourth Street	Cherryvale	KS
465	NON-OWNED SERVICE STATIONS	Cherryvale 1	NE/Third & Liberty (330 W. 3rd)	Cherryvale	KS
466	NON-OWNED SERVICE STATIONS	Colby	State Highway 25	Colby	KS
467	NON-OWNED SERVICE STATIONS	Concordia 1	NW/C 11th Street & Lincoln	Concordia	KS
468	NON-OWNED SERVICE STATIONS	Derby 1	230 S. Baltimore	Derby	KS
469	NON-OWNED SERVICE STATIONS	El Dorado 1	1631 West Central	El Dorado	KS
470	NON-OWNED SERVICE STATIONS	Emporia 1	1128 Commercial St.	Emporia	KS
471	NON-OWNED SERVICE STATIONS	Garden City Shop 'N Gas	308 North Sixth Street	Garden City	KS
472	NON-OWNED SERVICE STATIONS	Garden City	NE/C 11th and Kansas Street	Garden City	KS
473	NON-OWNED SERVICE STATIONS	Hays 1	401 East 8th Street	Hays	KS
474	NON-OWNED SERVICE STATIONS	Haysville 1	248 South Seneca, Haysville KS 67060	Haysville	KS
475	NON-OWNED SERVICE STATIONS	Hillsboro 1	414 S. Washington	Hillsboro	KS

476	NON-OWNED SERVICE STATIONS	Hutchinson 1	2629 East 4th Street	Hutchinson	KS
477	NON-OWNED SERVICE STATIONS	Independence	112 N. 10th Street	Independence	KS
478	NON-OWNED SERVICE STATIONS	Iola 1	201 South State Street	Iola	KS
479	NON-OWNED SERVICE STATIONS	Junction City	711 Grant Avenue	Junction City	KS
480	NON-OWNED SERVICE STATIONS	Kansas City	4732 State Avenue	Kansas City	KS
481	NON-OWNED SERVICE STATIONS	Lawrence 4	900 Illinois	Lawrence	KS
482	NON-OWNED SERVICE STATIONS	Lawrence 3	930 W. 23rd Street	Lawrence	KS
483	NON-OWNED SERVICE STATIONS	Lawrence 2	West Sixth & Lawrence	Lawrence	KS
484	NON-OWNED SERVICE STATIONS	Lawrence 1	920 N. Second Street	Lawrence	KS
485	NON-OWNED SERVICE STATIONS	Liberal 2	US 54 Highway & Jewell Street	Liberal	KS
486	NON-OWNED SERVICE STATIONS	Manhattan 1	12th and Laramie	Manhattan	KS
487	NON-OWNED SERVICE STATIONS	Manhattan 2	State Highway 18 West	Manhattan	KS
488	NON-OWNED SERVICE STATIONS	Marysville 1	203 Center Street	Marysville	KS
489	NON-OWNED SERVICE STATIONS	Oakley	US Highway 83 & Interstate 70	Oakley	KS
490	NON-OWNED SERVICE STATIONS	Ogden 1	Highway 18	Ogden	KS
491	NON-OWNED SERVICE STATIONS	Oswego 1	NW/C 6th & Ohio Street	Oswego	KS
492	NON-OWNED SERVICE STATIONS	Paola 1	NW/C Piankishaw and Silver	Paola	KS
493	NON-OWNED SERVICE STATIONS	Pittsburgh 1	719 South Broadway	Pittsburgh	KS
494	NON-OWNED SERVICE STATIONS	Russell 1	US 281 E	Russell	KS
495	NON-OWNED SERVICE STATIONS	Topeka 5	101 East Highway 24	Topeka	KS

496	NON-OWNED SERVICE STATIONS	Topeka 2	4710 South Topeka Avenue	Topeka	KS
497	NON-OWNED SERVICE STATIONS	Topeka 3	5335 South Topeka Boulevard	Topeka	KS
498	NON-OWNED SERVICE STATIONS	Topeka 4	NW/C I-70 & Valencia Road	Topeka	KS
499	NON-OWNED SERVICE STATIONS	Washington	101 West 7th Street	Washington	KS
500	NON-OWNED SERVICE STATIONS	Wellington 1	206 West 15th	Wellington	KS
501	NON-OWNED SERVICE STATIONS	Wichita 2	1439 East 13th	Wichita	KS
502	NON-OWNED SERVICE STATIONS	Wichita 5	1701 East McArthur	Wichita	KS
503	NON-OWNED SERVICE STATIONS	Wichita 9	2160 South Broadway	Wichita	KS
504	NON-OWNED SERVICE STATIONS	Wichita 6	2347 South Senenca	Wichita	KS
505	NON-OWNED SERVICE STATIONS	Wichita 8	2410 South Oliver	Wichita	KS
506	NON-OWNED SERVICE STATIONS	Wichita 3	2439 North Arkansas	Wichita	KS
507	NON-OWNED SERVICE STATIONS	Wichita 4	4710 South East Boulevard	Wichita	KS
508	NON-OWNED SERVICE STATIONS	Wichita 1	6439 Highway 54 West	Wichita	KS
509	NON-OWNED SERVICE STATIONS	Wichita 7	695 North West Street	Wichita	KS
510	NON-OWNED SERVICE STATIONS	Wichita 10	NW/C 13th & Maize Road	Wichita	KS
511	NON-OWNED SERVICE STATIONS	Yates Center 1	501 West Mary	Yates Center	KS
512	NON-OWNED SERVICE STATIONS	Bowling Green 65	1588 Laurel	Bowling Green	KY
513	NON-OWNED SERVICE STATIONS	Cave City 59	Highway 31 West	Cave City	KY
514	NON-OWNED SERVICE STATIONS	central city	highway 431 & stroud	Central City	KY
515	NON-OWNED SERVICE STATIONS	Danville	501 South Fourth Street	Danville	KY

516	NON-OWNED SERVICE STATIONS	Elizabethtown 61	US Highway 31 West at Mt. Zion Road	Elizabethtown	KY
517	NON-OWNED SERVICE STATIONS	Glasgow	528 Happy Valley Road	Glasgow	KY
518	NON-OWNED SERVICE STATIONS	Hopkinsville 130	1411 West 7th Street	Hopkinsville	KY
519	NON-OWNED SERVICE STATIONS	Jeffersontown 145	10200 Taylorsville Road	Jeffersontown	KY
520	NON-OWNED SERVICE STATIONS	Lexington 1	2172 Nicholasville Road	Lexington	KY
521	NON-OWNED SERVICE STATIONS	Lexington 67	235 New Circle Road	Lexington	KY
522	NON-OWNED SERVICE STATIONS	Lexington 4	600 East Third Street	Lexington	KY
523	NON-OWNED SERVICE STATIONS	Lexington 3	800 North Broadway	Lexington	KY
524	NON-OWNED SERVICE STATIONS	Lexington 9	901 Georgetown Road	Lexington	KY
525	NON-OWNED SERVICE STATIONS	Louisville 62	2601 Bardstown Road	Louisville	KY
526	NON-OWNED SERVICE STATIONS	Louisville 146	3323 Fern Valley Road	Louisville	KY
527	NON-OWNED SERVICE STATIONS	Louisville 66	3800 Cane Run Road	Louisville	KY
528	NON-OWNED SERVICE STATIONS	Louisville 124	4660 Poplar Level Road	Louisville	KY
529	NON-OWNED SERVICE STATIONS	Louisville 150	619 Outer Loop and Nash Road	Louisville	KY
530	NON-OWNED SERVICE STATIONS	Louisville 144	7401 Preston Highway	Louisville	KY
531	NON-OWNED SERVICE STATIONS	Louisville 60	7528 Dixie Highway	Louisville	KY
532	NON-OWNED SERVICE STATIONS	Louisville 125	Fegenbush & Watterson Trail	Louisville	KY
533	NON-OWNED SERVICE STATIONS	Louisville 126	4435 OR 4403 New Manslick Road	Louisville	KY
534	NON-OWNED SERVICE STATIONS	Louisville 153	612 Lyndon Lane	Lyndon	KY
535	NON-OWNED SERVICE STATIONS	Madisonville 122	2425 South Main Street	Madisonville	KY

536	NON-OWNED SERVICE STATIONS	Owensboro 2063	4024 East 4th Street	Owensboro	KY
537	NON-OWNED SERVICE STATIONS	Owensboro 55	623 West Ninth Street	Owensboro	KY
538	NON-OWNED SERVICE STATIONS	Paducah 2	Park Avenue West	Paducah	KY
539	NON-OWNED SERVICE STATIONS	Paris	585 West 8th Street	Paris	KY
540	NON-OWNED SERVICE STATIONS	Radcliff 133	870 South Dixie Boulevard	Radcliff	KY
541	NON-OWNED SERVICE STATIONS	Russellville 58	523 North Main Street	Russellville	KY
542	NON-OWNED SERVICE STATIONS	Shelbyville 7	1530 Midland Trail West	Shelbyville	KY
543	NON-OWNED SERVICE STATIONS	Somerset 8	SE/C West Columbia and Mt. Vernon Streets	Somerset	KY
544	NON-OWNED SERVICE STATIONS	Winchester 5	Main & Clark	Winchester	KY
545	NON-OWNED SERVICE STATIONS	WINCHESTER	us highway 277	Winchester	KY
546	NON-OWNED SERVICE STATIONS	Arcadia 5	131 East First Street	Arcadia	LA
547	NON-OWNED SERVICE STATIONS	Bastrop	701 North Washington	Bastrop	LA
548	NON-OWNED SERVICE STATIONS	Bastrop 17	West Madison and West Hickory	Bastrop	LA
549	NON-OWNED SERVICE STATIONS	Columbia 1	Pearl and Kentucky Street	Columbia	LA
550	NON-OWNED SERVICE STATIONS	Delhi 1	205 N.E. First Street	Delhi	LA
551	NON-OWNED SERVICE STATIONS	Ferriday 1	619 South 4th	Ferriday	LA
552	NON-OWNED SERVICE STATIONS	Girard Tank Yard	Railroad Right of Way	Girard	LA
553	NON-OWNED SERVICE STATIONS	Jena 1	West Oak Street	Jena	LA
554	NON-OWNED SERVICE STATIONS	Jonesboro 6	1703 Ringgold	Jonesboro	LA
555	NON-OWNED SERVICE STATIONS	Lake Providence 3	Sparrow Street	Lake Providence	LA

556	NON-OWNED SERVICE STATIONS	Minden	223 East Union Street	Minden	LA
557	NON-OWNED SERVICE STATIONS	Monroe 19	801 Wiinsboro Road	Monroe	LA
558	NON-OWNED SERVICE STATIONS	Monroe 20	Magnolia & DeSiard Street	Monroe	LA
559	NON-OWNED SERVICE STATIONS	Natchitochas	210 Hwy. 10 South	Natchitochas	LA
560	NON-OWNED SERVICE STATIONS	NATCHITOCHES #9016	210 HIGHWAY 1 SOUTH	Natchitoches	LA
561	NON-OWNED SERVICE STATIONS	Oak Grove 11	Louisiana Highway 17	Oak Grove	LA
562	NON-OWNED SERVICE STATIONS	Oak Grove 2	South Front Street	Oak Grove	LA
563	NON-OWNED SERVICE STATIONS	Opelousas 40	US Highway 90	Opelousas	LA
564	NON-OWNED SERVICE STATIONS	Ruston	East Georgia Avenue. & Monrovia Dr.	Ruston	LA
565	NON-OWNED SERVICE STATIONS	Tallulah 1	508 West Green Street	Tallulah	LA
566	NON-OWNED SERVICE STATIONS	Vidalia 1	Carter Avenue & Hickory	Vidalia	LA
567	NON-OWNED SERVICE STATIONS	West Monroe	702 Jonesboro Road	West Monroe	LA
568	NON-OWNED SERVICE STATIONS	Menominee 1	1915 Tenth Street	Menominee	MI
569	NON-OWNED SERVICE STATIONS	Ada 1	Park & West Main State Highway 200	Ada	MN
570	NON-OWNED SERVICE STATIONS	Austin 2	903 Fourth Avenue, NE	Austin	MN
571	NON-OWNED SERVICE STATIONS	Austin 1	Highway 218 South	Austin	MN
572	NON-OWNED SERVICE STATIONS	Bemidji 1	SW/C US Highway 2 and Irving Avenue	Bemidji	MN
573	NON-OWNED SERVICE STATIONS	Beroun 1	I-35 & Co. Road 14	Beroun	MN
574	NON-OWNED SERVICE STATIONS	Bloomington	5001 W. 80th Street	Bloomington	MN
575	NON-OWNED SERVICE STATIONS	Bloomington 1	855 Lyndale Avenue South	Bloomington	MN

576	NON-OWNED SERVICE STATIONS	Blue Earth 2	Highway 169 and 16	Blue Earth	MN
577	NON-OWNED SERVICE STATIONS	Cass Lake	Main and Cass Streets	Cass Lake	MN
578	NON-OWNED SERVICE STATIONS	Chisholm	Highway 169 West	Chisholm	MN
579	NON-OWNED SERVICE STATIONS	Crookston 1	Broadway & Third Streets	Crookston	MN
580	NON-OWNED SERVICE STATIONS	Detroit Lakes 1	319 East Frazee	Detroit Lakes	MN
581	NON-OWNED SERVICE STATIONS	Elk River 1	Route 2, Highway 10 & 52	Elk River	MN
582	NON-OWNED SERVICE STATIONS	Fairmont 1	415 S. State Street	Fairmont	MN
583	NON-OWNED SERVICE STATIONS	Grand Rapids 1	23 N.E. 4th Street	Grand Rapids	MN
584	NON-OWNED SERVICE STATIONS	Grand Rapids Bulk Station	Right-of-Way Site	Grand Rapids	MN
585	NON-OWNED SERVICE STATIONS	Grand Rapids 2	SW/C 6th Street and Pokegama Avenue	Grand Rapids	MN
586	NON-OWNED SERVICE STATIONS	Hastings 1	1610 S. Vermillion	Hastings	MN
587	NON-OWNED SERVICE STATIONS	Hastings 1	1701 Excelsior Avenue, North	Hastings	MN
588	NON-OWNED SERVICE STATIONS	LaCrescent 1	Rt 2, Highway 14, 16 & 61	LaCrescent	MN
589	NON-OWNED SERVICE STATIONS	Little Falls	220 Southeast First Street	Little Falls	MN
590	NON-OWNED SERVICE STATIONS	Mankato 2	328 Park Lane	Mankato	MN
591	NON-OWNED SERVICE STATIONS	Mankato 1	1301 Rhine Street	Mankato 1	MN
592	NON-OWNED SERVICE STATIONS	Marshall 1	East College Drive	Marshall	MN
593	NON-OWNED SERVICE STATIONS	McIntosh Bulk Station	Johnson Avenue & R.R. Tracks	McIntosh	MN
594	NON-OWNED SERVICE STATIONS	Melrose 1	Interstate 94 and 2nd Avenue East	Melrose	MN
595	NON-OWNED SERVICE STATIONS	Minneapolis 1	3601 Chicago Avenue	Minneapolis	MN

596	NON-OWNED SERVICE STATIONS	Minneapolis	4737 Minnehaha Avenue	Minneapolis	MN
597	NON-OWNED SERVICE STATIONS	Minneapolis Office	6701 Penn Avenue South	Minneapolis	MN
598	NON-OWNED SERVICE STATIONS	Montevideo 1	Canton and Chippewa	Montevideo	MN
599	NON-OWNED SERVICE STATIONS	Moorhead 1	21 South 8th Street	Moorhead	MN
600	NON-OWNED SERVICE STATIONS	Mountain Lake 1	East High 60	Mountain Lake	MN
601	NON-OWNED SERVICE STATIONS	New Brighton	590 Eighth Avenue, N.W.	New Brighton	MN
602	NON-OWNED SERVICE STATIONS	New Elm Bulk Station	T.H. 15 and 68 South	New Elm	MN
603	NON-OWNED SERVICE STATIONS	New Ulm 1	2125 South Broadway	New Ulm	MN
604	NON-OWNED SERVICE STATIONS	Redwood Falles 1	713 S. Mill Street	Redwood Falles	MN
605	NON-OWNED SERVICE STATIONS	Rochester 1	604 - 4th Street, S.E.	Rochester	MN
606	NON-OWNED SERVICE STATIONS	Rochester 2	I-90 and Co. Rds 6 & 8	Rochester	MN
607	NON-OWNED SERVICE STATIONS	Spring Park 1	NE/C Shouline Blvd and Seton Channel	Spring Park	MN
608	NON-OWNED SERVICE STATIONS	Springfield 1	Highway 14 / 603 West Rock Street	Springfield	MN
609	NON-OWNED SERVICE STATIONS	St. Paul Office Space	2639 University Avenue	St. Paul	MN
610	NON-OWNED SERVICE STATIONS	Staples 1	201 N.E. Second Street	Staples	MN
611	NON-OWNED SERVICE STATIONS	Walker	Minnesota Avenue and Sixth Street	Walker	MN
612	NON-OWNED SERVICE STATIONS	West St. Paul 1	1422 South Robert	West St Paul	MN
613	NON-OWNED SERVICE STATIONS	Willmar 1	716 South First Street	Willmar	MN
614	NON-OWNED SERVICE STATIONS	Anderson 1	US Highway 71	Anderson	MO
615	NON-OWNED SERVICE STATIONS	Boonville 1	1105 Main Street	Boonville	MO

616	NON-OWNED SERVICE STATIONS	Brookfield 1	Main & Canal Streets	Brookfield	MO
617	NON-OWNED SERVICE STATIONS	Carrollton	106 E. Highways 64 & 65	Carrollton	MO
618	NON-OWNED SERVICE STATIONS	Carthage 1	504 West Central	Carthage	MO
619	NON-OWNED SERVICE STATIONS	Chillicothe	301 S. Washington	Chillicothe	MO
620	NON-OWNED SERVICE STATIONS	Claycomo 1	US Highway 69 East, Rt. 2, Box 336	Claycomo	MO
621	NON-OWNED SERVICE STATIONS	Clinton	922 N. Second	Clinton	MO
622	NON-OWNED SERVICE STATIONS	Columbia 1	103 North Providence	Columbia	MO
623	NON-OWNED SERVICE STATIONS	Farmington 1	US Highway 67 & St. Genevieve Avenue	Farmington	MO
624	NON-OWNED SERVICE STATIONS	Fulton	4 Highway 54 South	Fulton	MO
625	NON-OWNED SERVICE STATIONS	Hazelwood 14	47 Village Square Shopping Center	Hazelwood	MO
626	NON-OWNED SERVICE STATIONS	Holt 1	NE/C I-35 & St. Rd. Permitted Person	Holt	MO
627	NON-OWNED SERVICE STATIONS	Independence 1	9300 East 24 Highway	Independence	MO
628	NON-OWNED SERVICE STATIONS	Jefferson City 1	800 Missouri Blvd	Jefferson City	MO
629	NON-OWNED SERVICE STATIONS	Joplin 1	1201 S. Rangeline	Joplin	MO
630	NON-OWNED SERVICE STATIONS	Joplin 4	2209 West Seventh Street	Joplin	MO
631	NON-OWNED SERVICE STATIONS	Joplin 3	2637 East 7th Street	Joplin	MO
632	NON-OWNED SERVICE STATIONS	Joplin 2	901 Illinois Street	Joplin	MO
633	NON-OWNED SERVICE STATIONS	Joplin Pipeline Terminal	ON US Highway 71	Joplin	MO
634	NON-OWNED SERVICE STATIONS	Kansas City 1	8505 Woodland	Kansas City	MO
635	NON-OWNED SERVICE STATIONS	Mexico 1	1525 East Liberty Street	Mexico	MO

636	NON-OWNED SERVICE STATIONS	Moberly 1	700 Concannon Street	Moberly	MO
637	NON-OWNED SERVICE STATIONS	Monnett 1	13th & Cleveland	Monnett	MO
638	NON-OWNED SERVICE STATIONS	Monroe City	US Highway 36	Monroe City	MO
639	NON-OWNED SERVICE STATIONS	Neosho 1	520 S. Neosho Road	Neosho	MO
640	NON-OWNED SERVICE STATIONS	Portageville 1	U.S. Highway 61	Portageville	MO
641	NON-OWNED SERVICE STATIONS	Raytown 1	10810 E. Highway 350	Raytown	MO
642	NON-OWNED SERVICE STATIONS	Rolla 1	406 East Highway 72	Rolla	MO
643	NON-OWNED SERVICE STATIONS	Sedalia	2801 West Broadway	Sedalia	MO
644	NON-OWNED SERVICE STATIONS	Springfield 3	902 South Glenstone	Springfield	MO
645	NON-OWNED SERVICE STATIONS	Springfield 1	950 South Grant Street	Springfield	MO
646	NON-OWNED SERVICE STATIONS	Union 1	310 West Highway 50	Union	MO
647	NON-OWNED SERVICE STATIONS	Warrensburg 1	215 East Young Street	Warrensburg	MO
648	NON-OWNED SERVICE STATIONS	Webb City	1309 S. Madison street	Webb City	MO
649	NON-OWNED SERVICE STATIONS	Wentzville	771 West Pearce	Wentzville	MO
650	NON-OWNED SERVICE STATIONS	Biloxi 10	79 B West Beach	Biloxi	MS
651	NON-OWNED SERVICE STATIONS	Corinth 1	320 Highway 72 East	Corinth	MS
652	NON-OWNED SERVICE STATIONS	Gulfport 22	1247 Pass Road	Gulfport	MS
653	NON-OWNED SERVICE STATIONS	Gulfport 26	2301 25th Avenue	Gulfport	MS
654	NON-OWNED SERVICE STATIONS	Gulfport 49	301 Pass Road	Gulfport	MS
655	NON-OWNED SERVICE STATIONS	Gulfport 5	NW/C Broad & West Railroad Street	Gulfport	MS

656	NON-OWNED SERVICE STATIONS	Hattiesburg 27	901 Broadway Drive	Hattiesburg	MS
657	NON-OWNED SERVICE STATIONS	Indianola 149	517 Highway 82 East	Indianola	MS
658	NON-OWNED SERVICE STATIONS	Jackson 44	1250 Flowood Drive	Jackson	MS
659	NON-OWNED SERVICE STATIONS	Jackson 4	1629 Highway 80E	Jackson	MS
660	NON-OWNED SERVICE STATIONS	Louisville 39	College & Church Streets	Louisville	MS
661	NON-OWNED SERVICE STATIONS	Meridian 29	325 Highway 11	Meridian	MS
662	NON-OWNED SERVICE STATIONS	Meridian 34	4000 - 8th Street	Meridian	MS
663	NON-OWNED SERVICE STATIONS	Moss Point 2155	4130 Main Street	Moss Point	MS
664	NON-OWNED SERVICE STATIONS	Ocean Springs 5001	1120 Highway 90	Ocean Springs	MS
665	NON-OWNED SERVICE STATIONS	Pascagoula 8	1002 Telephone Road	Pascagoula	MS
666	NON-OWNED SERVICE STATIONS	Pascagoula	3603 Chicot Road	Pascagoula	MS
667	NON-OWNED SERVICE STATIONS	Devils Lake 1	106 Fifth Street	Devils Lake	ND
668	NON-OWNED SERVICE STATIONS	Devils Lake 2	503 Fourth Street	Devils Lake	ND
669	NON-OWNED SERVICE STATIONS	Fargo 3	1213 Fourth Avenue North	Fargo	ND
670	NON-OWNED SERVICE STATIONS	FARGO	401 UNIVERSITY	Fargo	ND
671	NON-OWNED SERVICE STATIONS	Fargo 2	901 Northern Pacific Avenue	Fargo	ND
672	NON-OWNED SERVICE STATIONS	Grand Forks 1	410 N. Washington	Grand Forks	ND
673	NON-OWNED SERVICE STATIONS	Hillsboro 1	I-29 & County Road 11	Hillsboro	ND
674	NON-OWNED SERVICE STATIONS	Jamestown 1	920 4th Avenue, SE	Jamestown	ND
675	NON-OWNED SERVICE STATIONS	Oriska 1	NW/C I-94 & SH 32	Oriska	ND

676	NON-OWNED SERVICE STATIONS	Wahpeton 1	11th and Dakota Avenue, S.W.	Wahpeton	ND
677	NON-OWNED SERVICE STATIONS	West Fargo 1	239 West Main Avenue	West Fargo	ND
678	NON-OWNED SERVICE STATIONS	Beatrice 1	900 East Court	Beatrice	NE
679	NON-OWNED SERVICE STATIONS	Bellevue #1	1002 Galvin Road	Bellevue	NE
680	NON-OWNED SERVICE STATIONS	Fremont 1	1105 South Broad Street	Fremont	NE
681	NON-OWNED SERVICE STATIONS	Fremont 2	SE/C 23rd & Nye Avenue	Fremont	NE
682	NON-OWNED SERVICE STATIONS	Hastings 1	1213 West "J" Street	Hastings	NE
683	NON-OWNED SERVICE STATIONS	Lincoln 3	1060 N. 27 Street	Lincoln	NE
684	NON-OWNED SERVICE STATIONS	Lincoln 4	3001 North 70th Street	Lincoln	NE
685	NON-OWNED SERVICE STATIONS	O'Neill 1	1002 East Douglas	O'Neill	NE
686	NON-OWNED SERVICE STATIONS	Omaha Bulk Station	1126 North Eleventh Street	Omaha	NE
687	NON-OWNED SERVICE STATIONS	Omaha 1	13th and Missouri Avenue 4546 S. 13th	Omaha	NE
688	NON-OWNED SERVICE STATIONS	Omaha 4	2102 N. 24th Street	Omaha	NE
689	NON-OWNED SERVICE STATIONS	Omaha 11	2920 South 120th Street	Omaha	NE
690	NON-OWNED SERVICE STATIONS	Omaha 2	3101 Florence Blvd.	Omaha	NE
691	NON-OWNED SERVICE STATIONS	Omaha 6	3952 "Q" Street	Omaha	NE
692	NON-OWNED SERVICE STATIONS	Omaha 5	421 N. 60th Street	Omaha	NE
693	NON-OWNED SERVICE STATIONS	Omaha 16	4621 N. 24th Street	Omaha	NE
694	NON-OWNED SERVICE STATIONS	Omaha 3	5327 Center Street	Omaha	NE
695	NON-OWNED SERVICE STATIONS	Omaha 8	8724 N. 30th Street	Omaha	NE

696	NON-OWNED SERVICE STATIONS	So. Sioux City NE		Sioux City	NE
697	NON-OWNED SERVICE STATIONS	South Sioux City 2	2816 Dakota Avenue	South Sioux City	NE
698	NON-OWNED SERVICE STATIONS	South Sioux City 1	SW/C Dakota Avenue & 9th Street	South Sioux City	NE
699	NON-OWNED SERVICE STATIONS	Albuquerque 4	501 Yale Blvd, SW	Albuquerque	NM
700	NON-OWNED SERVICE STATIONS	Albuquerque 3	701 Isleta Boulevard, S.W.	Albuquerque	NM
701	NON-OWNED SERVICE STATIONS	Albuquerque 2	NE/C Louisiana and Zuni Road	Albuquerque	NM
702	NON-OWNED SERVICE STATIONS	Albuquerque #1	SW/C Central and Cypress	Albuquerque	NM
703	NON-OWNED SERVICE STATIONS	Carlsbad 1	422 East Green Street	Carlsbad	NM
704	NON-OWNED SERVICE STATIONS	Grants 1	NE/C Roosevelt Ave & Lobo Canyon rd	Grants	NM
705	NON-OWNED SERVICE STATIONS	Tucumcari	1505 E. Tucumcari	Tucumcari	NM
706	NON-OWNED SERVICE STATIONS	Tucumcari 2	716 West Tucumcari Blvd.	Tucumcari	NM
707	NON-OWNED SERVICE STATIONS	Former kerr- mcgee manufacturing facility	604 findlay street	Fostoria	OH
708	NON-OWNED SERVICE STATIONS	Ada 1	14th Street & Mississippi	Ada	OK
709	NON-OWNED SERVICE STATIONS	Ada 2	630 N. Broadway	Ada	OK
710	NON-OWNED SERVICE STATIONS	Ada 3	914 West Main Street	Ada	OK
711	NON-OWNED SERVICE STATIONS	Ada 4	Craddock Road and Highway 99	Ada	OK
712	NON-OWNED SERVICE STATIONS	Allen 1	Bulk and Service Station & Tourist Court	Allen	OK
713	NON-OWNED SERVICE STATIONS	Altus 1	721 South Main Street	Altus	OK
714	NON-OWNED SERVICE STATIONS	Alva	923 7th Street	Alva	OK

715	NON-OWNED SERVICE STATIONS	Anadarko 1	602 West Kentucky	Anadarko	OK
716	NON-OWNED SERVICE STATIONS	Anadarko 2	SW/C South Mission & Kentucky	Anadarko	OK
717	NON-OWNED SERVICE STATIONS	Antlers 1	U.S. Highway 271	Antlers	OK
718	NON-OWNED SERVICE STATIONS	Antlers 2		Antlers	OK
719	NON-OWNED SERVICE STATIONS	Ardmore 1	203 - 14th Street, N.E.	Ardmore	OK
720	NON-OWNED SERVICE STATIONS	Ardmore 2	SW/C US Highway 70 & I-35	Ardmore	OK
721	NON-OWNED SERVICE STATIONS	Atoka 1	206 N. Mississippi Avenue	Atoka	OK
722	NON-OWNED SERVICE STATIONS	Atoka 2	Highway 69	Atoka	OK
723	NON-OWNED SERVICE STATIONS	Barnsdall 1	412 West Spruce	Barnsdall	OK
724	NON-OWNED SERVICE STATIONS	Bartlesville 3	4004 Nowata Road	Bartlesville	OK
725	NON-OWNED SERVICE STATIONS	Bartlesville 1	901 E. Frank Phillips	Bartlesville	OK
726	NON-OWNED SERVICE STATIONS	Bethany 2	7104 N.W. 23rd	Bethany	OK
727	NON-OWNED SERVICE STATIONS	Blackwell 1	1502 South Main Street	Blackwell	OK
728	NON-OWNED SERVICE STATIONS	Blackwell 2	728 North Main Street	Blackwell	OK
729	NON-OWNED SERVICE STATIONS	Braman 1	NW/C I-35 & US 77	Braman	OK
730	NON-OWNED SERVICE STATIONS	Britton	301 East Britton Avenue	Britton	OK
731	NON-OWNED SERVICE STATIONS	Broken Bow 1	West First and Park Drive	Broken Bow	OK
732	NON-OWNED SERVICE STATIONS	Cache 1	507 H Street	Cache	OK
733	NON-OWNED SERVICE STATIONS	Calvin 1	U.S. 75 and 270	Calvin	OK
734	NON-OWNED SERVICE STATIONS	Chandler Bulk Station	6th and Manvel Streets	Chandler	OK

735	NON-OWNED SERVICE STATIONS	Chandler 1	Cleveland Street and US Highway 66	Chandler	OK
736	NON-OWNED SERVICE STATIONS	Checotah 1	P.O. Box 28	Checotah	OK
737	NON-OWNED SERVICE STATIONS	Cherokee 1	Highway 64 and South Ohio	Cherokee	OK
738	NON-OWNED SERVICE STATIONS	Chickasha 2	1502 South 4th Street	Chickasha	OK
739	NON-OWNED SERVICE STATIONS	Choctaw 1	Muzzy Street	Choctaw	OK
740	NON-OWNED SERVICE STATIONS	Cleveland 1	C Street and Caddo	Cleveland	OK
741	NON-OWNED SERVICE STATIONS	Clinton 1	2000 Gary Freeway	Clinton	OK
742	NON-OWNED SERVICE STATIONS	Clinton 2	NE/C 4th and Terrace	Clinton	OK
743	NON-OWNED SERVICE STATIONS	Cordell 1	1110 North Church Street	Cordell	OK
744	NON-OWNED SERVICE STATIONS	Cordell 2	1126 East Main Street	Cordell	OK
745	NON-OWNED SERVICE STATIONS	Cushing 1	1624 or 1348 East Main Street	Cushing	OK
746	NON-OWNED SERVICE STATIONS	Cushing 2	905 North Little	Cushing	OK
747	NON-OWNED SERVICE STATIONS	Cushing 3	NW/C East Main & Linwood	Cushing	OK
748	NON-OWNED SERVICE STATIONS	Davis 1	R.F.D. 1	Davis	OK
749	NON-OWNED SERVICE STATIONS	Del City	1801 S. Sunnylane	Del City	OK
750	NON-OWNED SERVICE STATIONS	Dill City	SE/4 of Sectio 31, T 10 N, R 18 W, Washita County	Dill City	OK
751	NON-OWNED SERVICE STATIONS	Drumright 2	501 North Harley Street	Drumright	OK
752	NON-OWNED SERVICE STATIONS	Drumright Bulk Station	Wheeler Lease	Drumright	OK
753	NON-OWNED SERVICE STATIONS	Duncan 3	16th and Pine	Duncan	OK
754	NON-OWNED SERVICE STATIONS	Duncan 1	505 S. 81st Bypass	Duncan	OK

755	NON-OWNED SERVICE STATIONS	Duncan 2	706 East Highway 7	Duncan	OK
756	NON-OWNED SERVICE STATIONS	Edmond 2	1422 S. Broadway	Edmond	OK
757	NON-OWNED SERVICE STATIONS	Edmond 1	2216 West Edmond Road	Edmond	OK
758	NON-OWNED SERVICE STATIONS	El Reno 2	1519 Sunset Drive	El Reno	OK
759	NON-OWNED SERVICE STATIONS	Elk City 2	2124 West Third Street	Elk City	OK
760	NON-OWNED SERVICE STATIONS	Elk City	I-40 & County Road	Elk City	OK
761	NON-OWNED SERVICE STATIONS	Elk City 1	NE/C First & Van Buren	Elk City	OK
762	NON-OWNED SERVICE STATIONS	Enid 3	129 West Elm Street	Enid	OK
763	NON-OWNED SERVICE STATIONS	Enid 5	1609 South Van Buren	Enid	OK
764	NON-OWNED SERVICE STATIONS	Enid 4	231 West Main Street	Enid	OK
765	NON-OWNED SERVICE STATIONS	Enid 1	308 West Broadway	Enid	OK
766	NON-OWNED SERVICE STATIONS	Enid 6	424 N. Van Buren	Enid	OK
767	NON-OWNED SERVICE STATIONS	Enid 7	North 4th & Walnut	Enid	OK
768	NON-OWNED SERVICE STATIONS	Erick 1	NE/C I-40 & SH 30	Erick	OK
769	NON-OWNED SERVICE STATIONS	Eufaula 1	302 North Main Street	Eufaula	OK
770	NON-OWNED SERVICE STATIONS	Eufaula 2	State Highway 9 and US 69 Service Road	Eufaula	OK
771	NON-OWNED SERVICE STATIONS	Fairland	NW/C Connor and Main Street	Fairland	OK
772	NON-OWNED SERVICE STATIONS	Fairview	Main and Ash Streets	Fairview	OK
773	NON-OWNED SERVICE STATIONS	Frederick 1	1200 S. Main Street	Frederick	OK
774	NON-OWNED SERVICE STATIONS	Gore 1	NW/C 8th and Main Streets	Gore	OK

775	NON-OWNED SERVICE STATIONS	Guthrie 1	308 S. Division Street	Guthrie	OK
776	NON-OWNED SERVICE STATIONS	Guthrie	617-618 Division Street	Guthrie	OK
777	NON-OWNED SERVICE STATIONS	Hennessey	I-81 & I-51	Hennessey	OK
778	NON-OWNED SERVICE STATIONS	Henryetta	611 E. Main street	Henryetta	OK
779	NON-OWNED SERVICE STATIONS	Henryetta 2	SW/C East Main and F Streets	Henryetta	OK
780	NON-OWNED SERVICE STATIONS	Henryetta 1	US Highway 62 East	Henryetta	OK
781	NON-OWNED SERVICE STATIONS	Holdenville 1	7th Avenue and Hinckley Street	Holdenville	OK
782	NON-OWNED SERVICE STATIONS	Hugo 1	601 W. Jackson	Hugo	OK
783	NON-OWNED SERVICE STATIONS	Idabel 1	110 East Washington	Idabel	OK
784	NON-OWNED SERVICE STATIONS	Kansas	State Highway 33 East	Kansas	OK
785	NON-OWNED SERVICE STATIONS	Keota 1	2 miles East of Keota on State Highway 9	Keota	OK
786	NON-OWNED SERVICE STATIONS	Konawa 1	111 East Main	Konawa	OK
787	NON-OWNED SERVICE STATIONS	Lawton 4	2401 Cache Road	Lawton	OK
788	NON-OWNED SERVICE STATIONS	Lawton 6	4135 West Gore	Lawton	OK
789	NON-OWNED SERVICE STATIONS	Lexington 1	Highway 77	Lexington	OK
790	NON-OWNED SERVICE STATIONS	Lindsay 1	508 West Cherokee	Lindsay	OK
791	NON-OWNED SERVICE STATIONS	Madill	511 S. 1st street	Madill	OK
792	NON-OWNED SERVICE STATIONS	Madill 1	511 South First	Madill	OK
793	NON-OWNED SERVICE STATIONS	Maysville 1	Sixth and Ash Streets	Maysville	OK
794	NON-OWNED SERVICE STATIONS	McAlester 2	1101 E. Carl Albert	McAlester	OK

795	NON-OWNED SERVICE STATIONS	McAlester	1101 E. Carl Albert pkwy	McAlester	OK
796	NON-OWNED SERVICE STATIONS	McAlester	Ashland & Main	McAlester	OK
797	NON-OWNED SERVICE STATIONS	Midwest City	1100 N. Douglas Blvd.	Midwest City	OK
798	NON-OWNED SERVICE STATIONS	Midwest City 2	1100 North Midwest Blvd	Midwest City	OK
799	NON-OWNED SERVICE STATIONS	Midwest City 4	2725 South Midwest Blvd	Midwest City	OK
800	NON-OWNED SERVICE STATIONS	Midwest City	8917 SE 29th street	Midwest City	OK
801	NON-OWNED SERVICE STATIONS	Midwest City	N.E. 10th street & N. Midwest Blvd.	Midwest City	OK
802	NON-OWNED SERVICE STATIONS	Midwest City 1	NW/C NE 10 and Westminster	Midwest City	OK
803	NON-OWNED SERVICE STATIONS	Midwest City 5	NW/C SE 29 & Post Road	Midwest City	OK
804	NON-OWNED SERVICE STATIONS	Midwest City	SE 29th street & Sooner road	Midwest City	OK
805	NON-OWNED SERVICE STATIONS	Moore	600 SW 4th street	Moore	OK
806	NON-OWNED SERVICE STATIONS	Moore 2	714 N.W. 27th	Moore	OK
807	NON-OWNED SERVICE STATIONS	Moore	714 NW 27th street	Moore	OK
808	NON-OWNED SERVICE STATIONS	Moore	800 N.E. 12th street	Moore	OK
809	NON-OWNED SERVICE STATIONS	Moore 6	NE/C SE 19th & Eastern	Moore	OK
810	NON-OWNED SERVICE STATIONS	Moore 1	NW/C SE 119 & Sunnyslane	Moore	OK
811	NON-OWNED SERVICE STATIONS	Moore 3	SE/C 119th and Bryant	Moore	OK
812	NON-OWNED SERVICE STATIONS	Moore 4	SE/C SE 164th & Bryant Avenue	Moore	OK
813	NON-OWNED SERVICE STATIONS	Moore 4	SW 4th and Telephone Road	Moore	OK
814	NON-OWNED SERVICE STATIONS	Muskogee	101 W. Southside Blvd.	Muskogee	OK

815	NON-OWNED SERVICE STATIONS	Muskogee	111 S. 32nd street	Muskogee	OK
816	NON-OWNED SERVICE STATIONS	Muskogee 4	1202 West Okmulgee	Muskogee	OK
817	NON-OWNED SERVICE STATIONS	Muskogee	2340 Gibson street	Muskogee	OK
818	NON-OWNED SERVICE STATIONS	Muskogee	2404 E. Chandler road	Muskogee	OK
819	NON-OWNED SERVICE STATIONS	Muskogee 1	3704 West Okmulgee	Muskogee	OK
820	NON-OWNED SERVICE STATIONS	Muskogee	737 Callahan street	Muskogee	OK
821	NON-OWNED SERVICE STATIONS	Muskogee 8	838 North Main Street	Muskogee	OK
822	NON-OWNED SERVICE STATIONS	Muskogee 9	SW/C Shawnee and North 17th Street	Muskogee	OK
823	NON-OWNED SERVICE STATIONS	Mustang 2	NE/C S.W. 74th Street and Czech Hall Road	Mustang	OK
824	NON-OWNED SERVICE STATIONS	Mustang 1	NW/C SW 44th and Sara Road	Mustang	OK
825	NON-OWNED SERVICE STATIONS	Mustang 4	SE/C Sw 29th St. & Mustang Road	Mustang	OK
826	NON-OWNED SERVICE STATIONS	Mustang 3	SW/C SW 59th & Mustang Road	Mustang	OK
827	NON-OWNED SERVICE STATIONS	New Perryman		New Perryman	OK
828	NON-OWNED SERVICE STATIONS	Newcastle 1	Tuttle & Newcastle 1	Newcastle	OK
829	NON-OWNED SERVICE STATIONS	Noble 1	US Highway 77	Noble	OK
830	NON-OWNED SERVICE STATIONS	Norman	1445 W. Lindsey street	Norman	OK
831	NON-OWNED SERVICE STATIONS	Norman 2	2100 W. Main	Norman	OK
832	NON-OWNED SERVICE STATIONS	Norman	2316 E. Lindsey street	Norman	OK
833	NON-OWNED SERVICE STATIONS	Norman 1	2316 West Lindsey	Norman	OK
834	NON-OWNED SERVICE STATIONS	Norman	316 W. Robinson street	Norman	OK

835	NON-OWNED SERVICE STATIONS	Norman 10	Highway 77 SE	Norman	OK
836	NON-OWNED SERVICE STATIONS	Norman 6	NE/C SW 194th and Santa Fe Avenue	Norman	OK
837	NON-OWNED SERVICE STATIONS	Norman 4	NW/C New State Highway 9 & Douglas	Norman	OK
838	NON-OWNED SERVICE STATIONS	Norman 3	Robinson Street & Berry Street	Norman	OK
839	NON-OWNED SERVICE STATIONS	Norman 5	SW/C SE 19th and Midwest Blvd	Norman	OK
840	NON-OWNED SERVICE STATIONS	Nowata 1	216 South Ash	Nowata	OK
841	NON-OWNED SERVICE STATIONS	Okemah 1	402 North Fifth Street	Okemah	OK
842	NON-OWNED SERVICE STATIONS	Okemah 2	I-40 & State 27 Interchange	Okemah	OK
843	NON-OWNED SERVICE STATIONS	Oklahoma City	SE/C 17th and N MacArthur	Oklahoma	OK
844	NON-OWNED SERVICE STATIONS	Oklahoma City 42	100 N.E. 13th Street	Oklahoma City	OK
845	NON-OWNED SERVICE STATIONS	Oklahoma City 99	101 NW 63rd	Oklahoma City	OK
846	NON-OWNED SERVICE STATIONS	Oklahoma City 39	101 South Walker	Oklahoma City	OK
847	NON-OWNED SERVICE STATIONS	Oklahoma City 1	1023 West Main Street	Oklahoma City	OK
848	NON-OWNED SERVICE STATIONS	Oklahoma City 29	1030 North Western	Oklahoma City	OK
849	NON-OWNED SERVICE STATIONS	Southern Region Office	105 S.E. 46th Street	Oklahoma City	OK
850	NON-OWNED SERVICE STATIONS	Oklahoma City	10830 N. May avenue	Oklahoma City	OK
851	NON-OWNED SERVICE STATIONS	Oklahoma City 27	1100 S.W. 29th Street	Oklahoma City	OK
852	NON-OWNED SERVICE STATIONS	Oklahoma City 117	1207 Sovereign Row, Building A #1207B	Oklahoma City	OK
853	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & MacArthur blvd	Oklahoma City	OK
854	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & Rockwell avenue	Oklahoma City	OK

855	NON-OWNED SERVICE STATIONS	Oklahoma City 113	12300 N. MacArthur	Oklahoma City	OK
856	NON-OWNED SERVICE STATIONS	Oklahoma City 12	1301 South Walker	Oklahoma City	OK
857	NON-OWNED SERVICE STATIONS	Oklahoma City 35	1306 East Reno	Oklahoma City	OK
858	NON-OWNED SERVICE STATIONS	Oklahoma City 60	1601 South May Avenue (near 15th)	Oklahoma City	OK
859	NON-OWNED SERVICE STATIONS	Oklahoma City 32	1724 N.W. 16th Street	Oklahoma City	OK
860	NON-OWNED SERVICE STATIONS	Oklahoma City 75	1920 N.E. Eight Street	Oklahoma City	OK
861	NON-OWNED SERVICE STATIONS	Oklahoma City 7A	201 South May Avenue	Oklahoma City	OK
862	NON-OWNED SERVICE STATIONS	Oklahoma City	201 W. Britton road	Oklahoma City	OK
863	NON-OWNED SERVICE STATIONS	Oklahoma City 57	201 West Britton Road	Oklahoma City	OK
864	NON-OWNED SERVICE STATIONS	Oklahoma City 36	2040 N.W. 23rd Street	Oklahoma City	OK
865	NON-OWNED SERVICE STATIONS	Oklahoma City Warehouse	220 N.W. Robert S. Kerr Avenue	Oklahoma City	OK
866	NON-OWNED SERVICE STATIONS	Oklahoma City 21	2321 N. Portland	Oklahoma City	OK
867	NON-OWNED SERVICE STATIONS	Oklahoma City 8	23rd & Eastern	Oklahoma City	OK
868	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Portland avenue	Oklahoma City	OK
869	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Rockwell avenue	Oklahoma City	OK
870	NON-OWNED SERVICE STATIONS	Oklahoma City 2	2410 S.W. 29th Street	Oklahoma City	OK
871	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	2412 SW 29TH STREET (29TH AND AGNEW)	Oklahoma City	OK
872	NON-OWNED SERVICE STATIONS	Oklahoma City 31	2419 North Classen	Oklahoma City	OK
873	NON-OWNED SERVICE STATIONS	Oklahoma City	2421 SW 29th street	Oklahoma City	OK
874	NON-OWNED SERVICE STATIONS	Oklahoma City 3	2523 Classen Blvd	Oklahoma City	OK

875	NON-OWNED SERVICE STATIONS	Oklahoma City	2523 Classen Blvd.	Oklahoma City	OK
876	NON-OWNED SERVICE STATIONS	Oklahoma City 70	2726 S. Western	Oklahoma City	OK
877	NON-OWNED SERVICE STATIONS	Oklahoma City 58	2819 South Shields	Oklahoma City	OK
878	NON-OWNED SERVICE STATIONS	Oklahoma City 54	2840 S.W. 59th	Oklahoma City	OK
879	NON-OWNED SERVICE STATIONS	Oklahoma City 38	2900 N.W. 16th	Oklahoma City	OK
880	NON-OWNED SERVICE STATIONS	Oklahoma City 12	2900 Northwest 23rd Street	Oklahoma City	OK
881	NON-OWNED SERVICE STATIONS	midwest city #3	2917 south douglas avenue	Oklahoma City	OK
882	NON-OWNED SERVICE STATIONS	Oklahoma City 83	2922 N. Lincoln	Oklahoma City	OK
883	NON-OWNED SERVICE STATIONS	Oklahoma City 34	3020 N.W. 23rd	Oklahoma City	OK
884	NON-OWNED SERVICE STATIONS	Oklahoma City 40	318 North Walnut	Oklahoma City	OK
885	NON-OWNED SERVICE STATIONS	Oklahoma City	3601 and 3603 NW 50th street	Oklahoma City	OK
886	NON-OWNED SERVICE STATIONS	Oklahoma City	36th street & May avenue	Oklahoma City	OK
887	NON-OWNED SERVICE STATIONS	Oklahoma City	3701 S. Pennsylvania avenue (near 36th street)	Oklahoma City	OK
888	NON-OWNED SERVICE STATIONS	Oklahoma City 15	3701 South Pennsylvania	Oklahoma City	OK
889	NON-OWNED SERVICE STATIONS	Oklahoma City	4015 N. Pennsylvania avenue	Oklahoma City	OK
890	NON-OWNED SERVICE STATIONS	Oklahoma City 90	4015 North Pennsylvania	Oklahoma City	OK
891	NON-OWNED SERVICE STATIONS	Oklahoma City 11	402 South Robinson Street	Oklahoma City	OK
892	NON-OWNED SERVICE STATIONS	Oklahoma City 43	4200 Newcastle Road	Oklahoma City	OK
893	NON-OWNED SERVICE STATIONS	Oklahoma City 52	4200 South May Avenue (near may and 41st)	Oklahoma City	OK

894	NON-OWNED SERVICE STATIONS	Oklahoma City 26	429 S.E. 29th Street	Oklahoma City	OK
895	NON-OWNED SERVICE STATIONS	Oklahoma City 51	4430 West Reno	Oklahoma City	OK
896	NON-OWNED SERVICE STATIONS	Oklahoma City 67	4432 N.W. 63rd	Oklahoma City	OK
897	NON-OWNED SERVICE STATIONS	Oklahoma City	4th street & Harrison avenue	Oklahoma City	OK
898	NON-OWNED SERVICE STATIONS	Oklahoma City	5101 N. Western avenue	Oklahoma City	OK
899	NON-OWNED SERVICE STATIONS	Oklahoma City 30	5101 N. Western Avenue	Oklahoma City	OK
900	NON-OWNED SERVICE STATIONS	Oklahoma City 68	5241 NW 10th Street	Oklahoma City	OK
901	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	5400 MARTIN LUTHER KING	Oklahoma City	OK
902	NON-OWNED SERVICE STATIONS	Oklahoma City 24	5529 SE 15th	Oklahoma City	OK
903	NON-OWNED SERVICE STATIONS	Oklahoma City	57th and north may	Oklahoma City	OK
904	NON-OWNED SERVICE STATIONS	Oklahoma City 16	5816 North May Avenue	Oklahoma City	OK
905	NON-OWNED SERVICE STATIONS	Oklahoma City 6	5901 South Shields	Oklahoma City	OK
906	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd & Broadway	Oklahoma City	OK
907	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & May avenue	Oklahoma City	OK
908	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & Meridian avenue	Oklahoma City	OK
909	NON-OWNED SERVICE STATIONS	Oklahoma City 33	6401 N. May	Oklahoma City	OK
910	NON-OWNED SERVICE STATIONS	Oklahoma City 5	6602 North Western	Oklahoma City	OK
911	NON-OWNED SERVICE STATIONS	Oklahoma City 17	700 S.E. 15th	Oklahoma City	OK
912	NON-OWNED SERVICE STATIONS	Oklahoma City 18	701 N.E. 7th Street	Oklahoma City	OK
913	NON-OWNED SERVICE STATIONS	Oklahoma City 7	701 NE 8th Street	Oklahoma City	OK

914	NON-OWNED SERVICE STATIONS	Oklahoma City 114	7040 N.W. 122nd	Oklahoma City	OK
915	NON-OWNED SERVICE STATIONS	Oklahoma City 2A	723 South Walker	Oklahoma City	OK
916	NON-OWNED SERVICE STATIONS	Oklahoma City 71	7941 N.E. Expressway	Oklahoma City	OK
917	NON-OWNED SERVICE STATIONS	Oklahoma City 111	7944 W. Hefner Road	Oklahoma City	OK
918	NON-OWNED SERVICE STATIONS	Oklahoma City Bulk Station	814 South Harvey Street	Oklahoma City	OK
919	NON-OWNED SERVICE STATIONS	Oklahoma City	89th street & S. Pennsylvania avenue	Oklahoma City	OK
920	NON-OWNED SERVICE STATIONS	Oklahoma City 116	9000 South Pennsylvania	Oklahoma City	OK
921	NON-OWNED SERVICE STATIONS	Oklahoma City 93	901 South Pennsylvania	Oklahoma City	OK
922	NON-OWNED SERVICE STATIONS	Oklahoma City 37	9214 North Western	Oklahoma City	OK
923	NON-OWNED SERVICE STATIONS	Oklahoma City 108	9300 Block of N. Rockwell	Oklahoma City	OK
924	NON-OWNED SERVICE STATIONS	Oklahoma City 73	950 N.E. 23rd Street (near kelley)	Oklahoma City	OK
925	NON-OWNED SERVICE STATIONS	Oklahoma City 61	Hefner Road and Broadway Extension	Oklahoma City	OK
926	NON-OWNED SERVICE STATIONS	Oklahoma City	N. Council road & W. Hefner road	Oklahoma City	OK
927	NON-OWNED SERVICE STATIONS	Oklahoma City 106	N. of I-240 & Sooner Road	Oklahoma City	OK
928	NON-OWNED SERVICE STATIONS	Oklahoma City 13	N.E. 23rd and Post Road	Oklahoma City	OK
929	NON-OWNED SERVICE STATIONS	Oklahoma City 53	N.E. 63rd & Prospect	Oklahoma City	OK
930	NON-OWNED SERVICE STATIONS	Oklahoma City 69	N.W. 50th East of Portland	Oklahoma City	OK
931	NON-OWNED SERVICE STATIONS	Oklahoma City 115	N.W. Highway & Harvest Hills Road	Oklahoma City	OK
932	NON-OWNED SERVICE STATIONS	Billboard	N.W/C N. W. 23rd and Ann Arbor	Oklahoma City	OK
933	NON-OWNED SERVICE STATIONS	Oklahoma City 94	NE 64th & Oklahoma Avenue	Oklahoma City	OK

934	NON-OWNED SERVICE STATIONS	Oklahoma City 4	NE Corner of SE 29th & Sooner Rd.	Oklahoma City	OK
935	NON-OWNED SERVICE STATIONS	Oklahoma City 91	NE/C N. Eastern and 52nd	Oklahoma City	OK
936	NON-OWNED SERVICE STATIONS	Oklahoma City 49	NE/C N.W. 16th St. and Council Road	Oklahoma City	OK
937	NON-OWNED SERVICE STATIONS	Oklahoma City 45	NE/C Reno & Rockwell	Oklahoma City	OK
938	NON-OWNED SERVICE STATIONS	Oklahoma City 92	NE/C S.W. 39th and Portland	Oklahoma City	OK
939	NON-OWNED SERVICE STATIONS	Oklahoma City 105	NE/C SE 134 & Sunnylane	Oklahoma City	OK
940	NON-OWNED SERVICE STATIONS	Oklahoma City 104	NE/C SW 89th & Walker	Oklahoma City	OK
941	NON-OWNED SERVICE STATIONS	Oklahoma City 44	NW 24th and MacArthur Boulevard	Oklahoma City	OK
942	NON-OWNED SERVICE STATIONS	Oklahoma City 55	NW/C 122nd and N. Kelley	Oklahoma City	OK
943	NON-OWNED SERVICE STATIONS	Oklahoma City 66	NW/C N.W. 23rd Street and Ann Arbor	Oklahoma City	OK
944	NON-OWNED SERVICE STATIONS	Oklahoma City 112	NW/C NW 122nd & Council	Oklahoma City	OK
945	NON-OWNED SERVICE STATIONS	Oklahoma City 82	NW/C Reno & Mustang Road	Oklahoma City	OK
946	NON-OWNED SERVICE STATIONS	Billboards	NW/C S.E. 29th & Douglas	Oklahoma City	OK
947	NON-OWNED SERVICE STATIONS	Oklahoma City 78	NW/C SW 44th & Rockwell	Oklahoma City	OK
948	NON-OWNED SERVICE STATIONS	Oklahoma City 100	NW/C Wilshire & Harvey	Oklahoma City	OK
949	NON-OWNED SERVICE STATIONS	Billboard	S.E. CN.W. 63rd and Meridian	Oklahoma City	OK
950	NON-OWNED SERVICE STATIONS	Oklahoma City 41	S.W. 13th and May Avenue	Oklahoma City	OK
951	NON-OWNED SERVICE STATIONS	Oklahoma City 20	S.W. 44th and Pennsylvania	Oklahoma City	OK
952	NON-OWNED SERVICE STATIONS	Oklahoma City 86	SE/C NW 10 & Morgan Road	Oklahoma City	OK

953	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK
954	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK
955	NON-OWNED SERVICE STATIONS	Oklahoma City 103	SE/C of SW 44th & MacArthur	Oklahoma City	OK
956	NON-OWNED SERVICE STATIONS	Billboard	SE/C S.W. 59th & May	Oklahoma City	OK
957	NON-OWNED SERVICE STATIONS	Oklahoma City 76	SE/C SE 149th & Sooner Road	Oklahoma City	OK
958	NON-OWNED SERVICE STATIONS	Oklahoma City 80	SE/C SW 134th & S. Pennsylvania	Oklahoma City	OK
959	NON-OWNED SERVICE STATIONS	Oklahoma City 48	SE/C SW 29th & Meridian	Oklahoma City	OK
960	NON-OWNED SERVICE STATIONS	Billboard	SE/C West Reno and Meridian	Oklahoma City	OK
961	NON-OWNED SERVICE STATIONS	Knox Service Station, Job 5	Southwest 29th and Harvey	Oklahoma City	OK
962	NON-OWNED SERVICE STATIONS	Oklahoma City 72	Styll Road and Northwest Highway.	Oklahoma City	OK
963	NON-OWNED SERVICE STATIONS	Oklahoma City	SW 59th street & May avenue	Oklahoma City	OK
964	NON-OWNED SERVICE STATIONS	Oklahoma City	sw 8th and pennsylvania ave	Oklahoma City	OK
965	NON-OWNED SERVICE STATIONS	Oklahoma City 97	SW/C N. Western & Memorial Road	Oklahoma City	OK
966	NON-OWNED SERVICE STATIONS	Oklahoma City 81	SW/C NW 10th & Mustang Road	Oklahoma City	OK
967	NON-OWNED SERVICE STATIONS	Oklahoma City 107	SW/C SE 89 & Sooner Road	Oklahoma City	OK
968	NON-OWNED SERVICE STATIONS	Oklahoma City 95	SW/C SW 29th & Morgan Road	Oklahoma City	OK
969	NON-OWNED SERVICE STATIONS	Oklahoma City	w. Reno avenue & s. Meridian street	Oklahoma City	OK
970	NON-OWNED SERVICE STATIONS	Oklahoma City 50	NEC SW 44th & MacArthur	Oklahoma City	OK
971	NON-OWNED SERVICE STATIONS	Oklahoma City 47	SW/C N. W. Highway & MacArthur Blvd	Oklahoma City	OK

972	NON-OWNED SERVICE STATIONS	Oklahoma City 100	W. side of S. Western near 93rd Street (9128 western road)	Oklahoma City	OK
973	NON-OWNED SERVICE STATIONS	Okmulgee	10 N. Wood Drive	Okmulgee	OK
974	NON-OWNED SERVICE STATIONS	Okmulgee 1	200 South Muskogee Street	Okmulgee	OK
975	NON-OWNED SERVICE STATIONS	Okmulgee 3	210 N. Wood Drive	Okmulgee	OK
976	NON-OWNED SERVICE STATIONS	Okmulgee 2	Okmulgee and Fourth Streets	Okmulgee	OK
977	NON-OWNED SERVICE STATIONS	Owasso 1	101 S. Main	Owasso	OK
978	NON-OWNED SERVICE STATIONS	PAULS VALLEY	900 S CHICKASAW	Pauls Valley	OK
979	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 136, Lake Keystone	Pawnee	OK
980	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 86 Arkansas River Property	Pawnee	OK
981	NON-OWNED SERVICE STATIONS	Perry		Perry	OK
982	NON-OWNED SERVICE STATIONS	Pierce 307	SW/C I-40 & Pierce Road	Pierce	OK
983	NON-OWNED SERVICE STATIONS	Ponca City 2	200 East Highland	Ponca City	OK
984	NON-OWNED SERVICE STATIONS	Ponca City	500 E. Hartford avenue	Ponca City	OK
985	NON-OWNED SERVICE STATIONS	Ponca City 3	Highway U.S. 60 West	Ponca City	OK
986	NON-OWNED SERVICE STATIONS	Ponca City 1	South 4th Street and East South Avenue	Ponca City	OK
987	NON-OWNED SERVICE STATIONS	Poteau 1	500 North Front Street	Poteau	OK
988	NON-OWNED SERVICE STATIONS	Poteau	701 Highway	Poteau	OK
989	NON-OWNED SERVICE STATIONS	Poteau Bulk Station	East Dewey and KCS right-of- way	Poteau	OK
990	NON-OWNED SERVICE STATIONS	Pryor 1	Highway 69	Pryor	OK

991	NON-OWNED SERVICE STATIONS	Purcell 1	508 South Green Street	Purcell	OK
992	NON-OWNED SERVICE STATIONS	Purcell 2	630 S. Green Avenue	Purcell	OK
993	NON-OWNED SERVICE STATIONS	Rush Springs 1	West Side U.S. Highway 81	Rush Springs	OK
994	NON-OWNED SERVICE STATIONS	Sallisaw	1101 E. Cherokee avenue	Sallisaw	OK
995	NON-OWNED SERVICE STATIONS	Sapulpa 2	501 Dewey Avenue	Sapulpa	OK
996	NON-OWNED SERVICE STATIONS	Sapulpa 1	717 E. Dewey St.	Sapulpa	OK
997	NON-OWNED SERVICE STATIONS	Shattuck 1	NE/C Main & 8th	Shattuck	OK
998	NON-OWNED SERVICE STATIONS	Shawnee 3	1501 North Kickapoo	Shawnee	OK
999	NON-OWNED SERVICE STATIONS	Shawnee 1	301 East Highland Street	Shawnee	OK
1000	NON-OWNED SERVICE STATIONS	Shawnee 4	NE/C I-40 & St. Highway 9A	Shawnee	OK
1001	NON-OWNED SERVICE STATIONS	Spencer 1	SW/C NE 36th & Spencer Road	Spencer	OK
1002	NON-OWNED SERVICE STATIONS	Spiro 1		Spiro	OK
1003	NON-OWNED SERVICE STATIONS	Stigler 2	701 Maine Street	Stigler	OK
1004	NON-OWNED SERVICE STATIONS	Stigler 1	310 West Main	Stigler	OK
1005	NON-OWNED SERVICE STATIONS	Stillwater 1	1124 Boomer Road	Stillwater	OK
1006	NON-OWNED SERVICE STATIONS	Stillwater	1124 N. Boomer Road	Stillwater	OK
1007	NON-OWNED SERVICE STATIONS	Stillwater	424 W. 6th Street	Stillwater	OK
1008	NON-OWNED SERVICE STATIONS	Tahlequah	1909 S. Muskogee avenue	Tahlequah	OK
1009	NON-OWNED SERVICE STATIONS	Tahlequah	904 S. Muskogee	Tahlequah	OK
1010	NON-OWNED SERVICE STATIONS	Tishomingo 2	Highway 78 East	Tishomingo	OK

1011	NON-OWNED SERVICE STATIONS	Tishomingo 1	Highway 99 (705 North Kemp)	Tishomingo	OK
1012	NON-OWNED SERVICE STATIONS	Tulsa	10519 E. 11th street	Tulsa	OK
1013	NON-OWNED SERVICE STATIONS	Tulsa 29	10519 East 11th Street	Tulsa	OK
1014	NON-OWNED SERVICE STATIONS	Tulsa 8	1435 South Lewis	Tulsa	OK
1015	NON-OWNED SERVICE STATIONS	Tulsa 21	1706 East Pine Street	Tulsa	OK
1016	NON-OWNED SERVICE STATIONS	Tulsa 9	1823 East Third Street	Tulsa	OK
1017	NON-OWNED SERVICE STATIONS	Tulsa 3	209 S. Peoria	Tulsa	OK
1018	NON-OWNED SERVICE STATIONS	Tulsa 10	21st and Lewis Avenue	Tulsa	OK
1019	NON-OWNED SERVICE STATIONS	Tulsa 28	2341 Southwest Boulevard	Tulsa	OK
1020	NON-OWNED SERVICE STATIONS	Tulsa 33	2604 East Apache	Tulsa	OK
1021	NON-OWNED SERVICE STATIONS	Tulsa 17	2797 North Peoria	Tulsa	OK
1022	NON-OWNED SERVICE STATIONS	Tulsa 6	3252 Southwest Boulevard	Tulsa	OK
1023	NON-OWNED SERVICE STATIONS	Tulsa 23	3625 South Sheridan	Tulsa	OK
1024	NON-OWNED SERVICE STATIONS	Tulsa 1	3917 East 11th Street	Tulsa	OK
1025	NON-OWNED SERVICE STATIONS	Tulsa 2	4106 East Admiral Place	Tulsa	OK
1026	NON-OWNED SERVICE STATIONS	Tulsa 20	6110 East 11th Street	Tulsa	OK
1027	NON-OWNED SERVICE STATIONS	Tulsa 34	6505 E. 91st Street South	Tulsa	OK
1028	NON-OWNED SERVICE STATIONS	Tulsa	6505 S. 91st Street	Tulsa	OK
1029	NON-OWNED SERVICE STATIONS	Tulsa 22	6624 E. Pine	Tulsa	OK
1030	NON-OWNED SERVICE STATIONS	Tulsa 19	7200 Charles Page Boulevard	Tulsa	OK

1031	NON-OWNED SERVICE STATIONS	Tulsa 5	7640 Sand Springs Road	Tulsa	OK
1032	NON-OWNED SERVICE STATIONS	Tulsa 7	823 South Boston Avenue	Tulsa	OK
1033	NON-OWNED SERVICE STATIONS	Tulsa 25	9616 East 21st Street	Tulsa	OK
1034	NON-OWNED SERVICE STATIONS	Tulsa	Admiral and Allegheny	Tulsa	OK
1035	NON-OWNED SERVICE STATIONS	Tulsa	Fee 85, Sec 31- T19N-R10E	Tulsa	OK
1036	NON-OWNED SERVICE STATIONS	Tulsa 24	Southwest Boulevard and West 45 Street	Tulsa	OK
1037	NON-OWNED SERVICE STATIONS	Vian 1	IH 40 and Lake Road Interchange	Vian	OK
1038	NON-OWNED SERVICE STATIONS	Wagoner 1	1205 West Cherokee	Wagoner	OK
1039	NON-OWNED SERVICE STATIONS	Warner 1	NW/C I-40 and St. Highway 2	Warner	OK
1040	NON-OWNED SERVICE STATIONS	Waynoka	Cecil & Flynn Streets	Waynoka	OK
1041	NON-OWNED SERVICE STATIONS	Weatherford 1	Route 2	Weatherford	OK
1042	NON-OWNED SERVICE STATIONS	Webbers Falls 1	I 40 and SH 100	Webbers Falls	OK
1043	NON-OWNED SERVICE STATIONS	Wynnewood	903 S. D.A. McGee avenue	Wynnewood	OK
1044	NON-OWNED SERVICE STATIONS	Wynnewood 1 (refinery)	Highway 77 at South City Limits	Wynnewood	OK
1045	NON-OWNED SERVICE STATIONS	Wynnewood 2	NE/C I-35 & St. Highway 29	Wynnewood	OK
1046	NON-OWNED SERVICE STATIONS	Yukon 5	1301 S. Cornwell	Yukon	OK
1047	NON-OWNED SERVICE STATIONS	Yukon 2	307 E. Main	Yukon	OK
1048	NON-OWNED SERVICE STATIONS	Yukon	307 E. Main street	Yukon	OK
1049	NON-OWNED SERVICE STATIONS	Yukon 4	NE/C NW 10th and Cornwell	Yukon	OK
1050	NON-OWNED SERVICE STATIONS	Yukon	S. Cornwell drive & W. VandAment avenue	Yukon	OK

1051	NON-OWNED SERVICE STATIONS	Yukon 3	SE/C NW 36th and Sara Rd.	Yukon	OK
1052	NON-OWNED SERVICE STATIONS	Yukon 1	SW/C 23rd and Mustang Road	Yukon	OK
1053	NON-OWNED SERVICE STATIONS	Aberdeen 2	423 North Main Street	Aberdeen	SD
1054	NON-OWNED SERVICE STATIONS	Brookings 1	501 Sixth Street	Brookings	SD
1055	NON-OWNED SERVICE STATIONS	Hecla 1	Lots 15 and 16, Block 3	Hecla	SD
1056	NON-OWNED SERVICE STATIONS	Vermillion 1	801 Cherry Street	Vermillion	SD
1057	NON-OWNED SERVICE STATIONS	Watertown 1	150 Fourth Street, N.E.	Watertown	SD
1058	NON-OWNED SERVICE STATIONS	Watertown	U.S. Hwy. 212 & Broadway	Watertown	SD
1059	NON-OWNED SERVICE STATIONS	Webster 1	Lot 6 of Sandvig's Outlot Addition	Webster	SD
1060	NON-OWNED SERVICE STATIONS	Bristol Peoples 46	301 Bluff City Highway	Bristol	TN
1061	NON-OWNED SERVICE STATIONS	Bristol 140	Volunteer Parkway and Shelby Lane	Bristol	TN
1062	NON-OWNED SERVICE STATIONS	Chattanooga 27	1998 Dayton Pike	Chattanooga	TN
1063	NON-OWNED SERVICE STATIONS	Chattanooga 98	2405 Dayton Boulevard	Chattanooga	TN
1064	NON-OWNED SERVICE STATIONS	Chattanooga 117	4239 Bonny Oaks Drive	Chattanooga	TN
1065	NON-OWNED SERVICE STATIONS	Chattanooga	5801 Lee Highway	Chattanooga	TN
1066	NON-OWNED SERVICE STATIONS	Chattanooga 28	Main Street & Lyerly	Chattanooga	TN
1067	NON-OWNED SERVICE STATIONS	Clarksville 41	Highway 41-A & Walnut	Clarksville	TN
1068	NON-OWNED SERVICE STATIONS	Columbia 47	514 North Garden	Columbia	TN
1069	NON-OWNED SERVICE STATIONS	Columbia 161	U.S. Highway 31 By-pass and Pillow Drive	Columbia	TN
1070	NON-OWNED SERVICE STATIONS	Cookeville 163	South Jefferson Avenue	Cookeville	TN

1071	NON-OWNED SERVICE STATIONS	Donelson 11	3202 Lebanon Road at Central Pike	Donelson	TN
1072	NON-OWNED SERVICE STATIONS	Elizabethton 142	Route 7 - Highway 19 East	Elizabethton	TN
1073	NON-OWNED SERVICE STATIONS	Elizabethton 2143	State Highway 91 & US Highway 31	Elizabethton	TN
1074	NON-OWNED SERVICE STATIONS	Erwin	Main and Elm Streets	Erwin	TN
1075	NON-OWNED SERVICE STATIONS	Franklin 2164	505 Hillsboro Road	Franklin	TN
1076	NON-OWNED SERVICE STATIONS	Gallatin 51	South Waters Avenue	Gallatin	TN
1077	NON-OWNED SERVICE STATIONS	Gray 131	US Highway 36	Gray	TN
1078	NON-OWNED SERVICE STATIONS	Greenville 50	1153 Tusculum Boulevard	Greenville	TN
1079	NON-OWNED SERVICE STATIONS	Greenville 120	Snapps Ferry Road	Greenville	TN
1080	NON-OWNED SERVICE STATIONS	Hixson 116	4514 Hixson Pike	Hixson	TN
1081	NON-OWNED SERVICE STATIONS	Johnson City 13	E. Main & Broadway	Johnson City	TN
1082	NON-OWNED SERVICE STATIONS	Johnson City 14	New Jonesboro Highway	Johnson City	TN
1083	NON-OWNED SERVICE STATIONS	Kingsport 2007	1748 Netherland Inn Road	Kingsport	TN
1084	NON-OWNED SERVICE STATIONS	Kingsport 6	2555 Fort Henry Drive	Kingsport	TN
1085	NON-OWNED SERVICE STATIONS	Kingsport 31	340 East Sullivan Street	Kingsport	TN
1086	NON-OWNED SERVICE STATIONS	Knoxville 39	4133 Broadway, N.E.	Knoxville	TN
1087	NON-OWNED SERVICE STATIONS	Knoxville 29	4646 Broadway	Knoxville	TN
1088	NON-OWNED SERVICE STATIONS	Knoxville 49	6211 Chapman Highway	Knoxville	TN
1089	NON-OWNED SERVICE STATIONS	Knoxville 20	NE/C Asheville Highway & Stooksbury Rd.	Knoxville	TN
1090	NON-OWNED SERVICE STATIONS	Lebanon 2121	816 North Cumberland	Lebanon	TN

1091	NON-OWNED SERVICE STATIONS	Lexington 6378	562 West Church	Lexington	TN
1092	NON-OWNED SERVICE STATIONS	Madison 22	Gallatin Road and Hall's Lane	Madison	TN
1093	NON-OWNED SERVICE STATIONS	Madisonville 162	US Highway 411	Madisonville	TN
1094	NON-OWNED SERVICE STATIONS	McMinnville 118	603 North Chancery Street	McMinnville	TN
1095	NON-OWNED SERVICE STATIONS	Memphis 5	2742 Park Avenue	Memphis	TN
1096	NON-OWNED SERVICE STATIONS	Memphis 2	3087 South Third	Memphis	TN
1097	NON-OWNED SERVICE STATIONS	Memphis 4	3690 Jackson Avenue	Memphis	TN
1098	NON-OWNED SERVICE STATIONS	Memphis 3	3819 Lamar Avenue	Memphis	TN
1099	NON-OWNED SERVICE STATIONS	Memphis 1	4672 South Third Street	Memphis	TN
1100	NON-OWNED SERVICE STATIONS	Memphis 6	908 Chelsea	Memphis	TN
1101	NON-OWNED SERVICE STATIONS	Mt. Pleasant 127	302 North Main Street	Mt. Pleasant	TN
1102	NON-OWNED SERVICE STATIONS	Murfreesboro 2129	1110 Memorial Drive	Murfreesboro	TN
1103	NON-OWNED SERVICE STATIONS	Murfreesboro 148	1149 Northwest Broad St.	Murfreesboro	TN
1104	NON-OWNED SERVICE STATIONS	Murfreesboro 37	215 N.W. Broad Street	Murfreesboro	TN
1105	NON-OWNED SERVICE STATIONS	Nashville 18	1008 East Thompson Lane	Nashville	TN
1106	NON-OWNED SERVICE STATIONS	Old Hickory 2010	1515 Robinson Road	Nashville	TN
1107	NON-OWNED SERVICE STATIONS	NASHVILLE	1814 4TH AVE	Nashville	TN
1108	NON-OWNED SERVICE STATIONS	Nashville 2030	3720 Dickerson Road	Nashville	TN
1109	NON-OWNED SERVICE STATIONS	Nashville 43	3901 Hillsboro Road	Nashville	TN
1110	NON-OWNED SERVICE STATIONS	Nashville 90	4537 Nolensville Pike	Nashville	TN

1111	NON-OWNED SERVICE STATIONS	Nashville 5	6012 Charlotte Pike	Nashville	TN
1112	NON-OWNED SERVICE STATIONS	Nashville 25	711 Lebanon Road	Nashville	TN
1113	NON-OWNED SERVICE STATIONS	Nashville 45	721 Jefferson Street	Nashville	TN
1114	NON-OWNED SERVICE STATIONS	Nashville 2019	801 North First Street	Nashville	TN
1115	NON-OWNED SERVICE STATIONS	Nashville	Abbott-Martin Road	Nashville	TN
1116	NON-OWNED SERVICE STATIONS	Nashville 39	Charlotte Pike and Morrow Road	Nashville	TN
1117	NON-OWNED SERVICE STATIONS	nashville #2168	trousdale drive and elysian fields road	Nashville	TN
1118	NON-OWNED SERVICE STATIONS	Paris 1	1005 Mineral Wells	Paris	TN
1119	NON-OWNED SERVICE STATIONS	Shelbyville 121	SW/C North Main and West Cedar	Shelbyville	TN
1120	NON-OWNED SERVICE STATIONS	Smithville 128	US Highway 70	Smithville	TN
1121	NON-OWNED SERVICE STATIONS	Tullahoma	South Anderson & Volney Streets	Tullahoma	TN
1122	NON-OWNED SERVICE STATIONS	Winchester 21	1109 First Avenue South	Winchester	TN
1123	NON-OWNED SERVICE STATIONS	Amarillo 6	2508 West 7th Street	Amarillo	TX
1124	NON-OWNED SERVICE STATIONS	Amarillo 2	SE/C 50th Street and Western Avenue	Amarillo	TX
1125	NON-OWNED SERVICE STATIONS	Austin 69	1198 Airport Boulevard	Austin	TX
1126	NON-OWNED SERVICE STATIONS	Austin 73	2027 South Lamar	Austin	TX
1127	NON-OWNED SERVICE STATIONS	Austin 72	3903 South First	Austin	TX
1128	NON-OWNED SERVICE STATIONS	Austin 1	5239 Burnet Road	Austin	TX
1129	NON-OWNED SERVICE STATIONS	Austin 71	3903 South Congress Avenue	Austin	TX
1130	NON-OWNED SERVICE STATIONS	Beaumont 45	2820 College	Beaumont	TX

1131	NON-OWNED SERVICE STATIONS	Bovina 1	Main and Martin Streets	Bovina	TX
1132	NON-OWNED SERVICE STATIONS	Brownsville WALCO 96	2975 Southmost	Brownsville	TX
1133	NON-OWNED SERVICE STATIONS	BROWNSVILLE 9079	4500 EAST 14TH STREET	Brownsville	TX
1134	NON-OWNED SERVICE STATIONS	BROWNSVILLE 9078	605 CENTRAL BLVD	Brownsville	TX
1135	NON-OWNED SERVICE STATIONS	Brownsville WALCO 100	635 International Blvd.	Brownsville	TX
1136	NON-OWNED SERVICE STATIONS	Brownsville WALCO 95	645 East Madison	Brownsville	TX
1137	NON-OWNED SERVICE STATIONS	Brownwood 74	209 South Main	Brownwood	TX
1138	NON-OWNED SERVICE STATIONS	Cleburne 1	505 West Henderson	Cleburne	TX
1139	NON-OWNED SERVICE STATIONS	Conway 1	SE/C I-40 & State Highway 15	Conway	TX
1140	NON-OWNED SERVICE STATIONS	Corpus Christi 80	1821 Leopard	Corpus Christi	TX
1141	NON-OWNED SERVICE STATIONS	Corpus Christi 81	4500 Ayers	Corpus Christi	TX
1142	NON-OWNED SERVICE STATIONS	Dallas 5	11030 Harry Hines Boulevard	Dallas	TX
1143	NON-OWNED SERVICE STATIONS	Dallas 6	2519 Swiss Avenue	Dallas	TX
1144	NON-OWNED SERVICE STATIONS	Dallas 8	2900 Fordham Road	Dallas	TX
1145	NON-OWNED SERVICE STATIONS	Dallas 9	3151 Kiest Boulevard	Dallas	TX
1146	NON-OWNED SERVICE STATIONS	Dallas 4	4501 North Beltline Road	Dallas	TX
1147	NON-OWNED SERVICE STATIONS	Dallas 3	4847 Scyene Road	Dallas	TX
1148	NON-OWNED SERVICE STATIONS	Dallas 2	7233 Gaston Avenue	Dallas	TX
1149	NON-OWNED SERVICE STATIONS	Dallas 1	8054 Forest Lane	Dallas	TX
1150	NON-OWNED SERVICE STATIONS	Dallas 7	9938 Harry Hines Boulevard	Dallas	TX

1151	NON-OWNED SERVICE STATIONS	Edinburg 93	1020 East University Drive	Edinburg	TX
1152	NON-OWNED SERVICE STATIONS	Edinburg Walco 93	1021 East University Drive	Edinburg	TX
1153	NON-OWNED SERVICE STATIONS	Fort Worth 3	2025 Evans Street	Fort Worth	TX
1154	NON-OWNED SERVICE STATIONS	Fort Worth 2	6401 Baker Boulevard	Fort Worth	TX
1155	NON-OWNED SERVICE STATIONS	Freeport 46	1005 Brazosport Boulevard	Freeport	TX
1156	NON-OWNED SERVICE STATIONS	Gainesville 1	1205 S. California	Gainesville 1	TX
1157	NON-OWNED SERVICE STATIONS	Garland 2	1917 South First Street	Garland	TX
1158	NON-OWNED SERVICE STATIONS	Garland 1	3525 Forest Lane	Garland	TX
1159	NON-OWNED SERVICE STATIONS	Grand Prairie 1	2217 West Jefferson	Grand Prairie	TX
1160	NON-OWNED SERVICE STATIONS	harlingen 9083	1520 west harrison	Harlingen	TX
1161	NON-OWNED SERVICE STATIONS	harlingen 9084	1821 south 77 sunshine strip	Harlingen	TX
1162	NON-OWNED SERVICE STATIONS	Houston 65	10510 Post Oak Road	Houston	TX
1163	NON-OWNED SERVICE STATIONS	Houston 64	11515 South Post Oak	Houston	TX
1164	NON-OWNED SERVICE STATIONS	Houston 66	1339 West Gray and Waugh Drive	Houston	TX
1165	NON-OWNED SERVICE STATIONS	Houston 52	1621 Federal Road	Houston	TX
1166	NON-OWNED SERVICE STATIONS	Houston 41	1629 E. 25th	Houston	TX
1167	NON-OWNED SERVICE STATIONS	Houston 44	2005 Bingle Road	Houston	TX
1168	NON-OWNED SERVICE STATIONS	Houston 67	2105 Wirtcrest at Wirt Road	Houston	TX
1169	NON-OWNED SERVICE STATIONS	Houston 31	2203 Durham	Houston	TX
1170	NON-OWNED SERVICE STATIONS	Houston 37	2701 Yale	Houston	TX

1171	NON-OWNED SERVICE STATIONS	Houston 39	2804 North Shepherd	Houston	TX
1172	NON-OWNED SERVICE STATIONS	Houston 39	2807 N. Shepherd #39	Houston	TX
1173	NON-OWNED SERVICE STATIONS	Houston 101	315 East 20th Street	Houston	TX
1174	NON-OWNED SERVICE STATIONS	Houston 55	3403 Irvington Blvd.	Houston	TX
1175	NON-OWNED SERVICE STATIONS	Houston 38	3736 Mangum Road	Houston	TX
1176	NON-OWNED SERVICE STATIONS	Houston 35	4010 North Main	Houston	TX
1177	NON-OWNED SERVICE STATIONS	Houston 33	402 West 11th Street	Houston	TX
1178	NON-OWNED SERVICE STATIONS	Houston 40	407 Yale	Houston	TX
1179	NON-OWNED SERVICE STATIONS	Houston 36	4814 Lockwood	Houston	TX
1180	NON-OWNED SERVICE STATIONS	Houston 50	4901 Darling	Houston	TX
1181	NON-OWNED SERVICE STATIONS	Houston	5210 Buffalo Speedway	Houston	TX
1182	NON-OWNED SERVICE STATIONS	Houston 47	5210 Buffalo Speedway	Houston	TX
1183	NON-OWNED SERVICE STATIONS	Houston 59	5502 Bissonnet	Houston	TX
1184	NON-OWNED SERVICE STATIONS	Houston 53	5702 Gulf Freeway	Houston	TX
1185	NON-OWNED SERVICE STATIONS	Houston 58	5906 North Main	Houston	TX
1186	NON-OWNED SERVICE STATIONS	Houston 63	6330 South Martin Luther King Boulevard	Houston	TX
1187	NON-OWNED SERVICE STATIONS	Houston 56	7028 Lawndale	Houston	TX
1188	NON-OWNED SERVICE STATIONS	Houston 32	7402 Long Point 32	Houston	TX
1189	NON-OWNED SERVICE STATIONS	Houston 49	8221 Clinton Drive	Houston	TX
1190	NON-OWNED SERVICE STATIONS	Houston 54	9909 Hempstead Highway	Houston	TX

1191	NON-OWNED SERVICE STATIONS	Houston 43	NW/C FM 1969 & Cashel Forest Drive	Houston	TX
1192	NON-OWNED SERVICE STATIONS	Irving 1	2326 W. Shady Grove	Irving	TX
1193	NON-OWNED SERVICE STATIONS	Lancaster 1	2601 N. Dallas	Lancaster	TX
1194	NON-OWNED SERVICE STATIONS	mcallen 9085	1200 south 23rd	McAllen	TX
1195	NON-OWNED SERVICE STATIONS	McAllen WALCO 94	1901 West Highway	McAllen	TX
1196	NON-OWNED SERVICE STATIONS	mcallen 9086	701 East pecan	McAllen	TX
1197	NON-OWNED SERVICE STATIONS	MERCEDES	447 W 2ND STREET	Mercedes	TX
1198	NON-OWNED SERVICE STATIONS	Mesquite 1	2022 Gus Thomasson Road	Mesquite	TX
1199	NON-OWNED SERVICE STATIONS	Pasadena 61	1202 South Shaver	Pasadena	TX
1200	NON-OWNED SERVICE STATIONS	Pasadena 60	1516 East Southmore	Pasadena	TX
1201	NON-OWNED SERVICE STATIONS	Pasadena 42	2631 South Shaver	Pasadena	TX
1202	NON-OWNED SERVICE STATIONS	Perryton 2	1422 South Main	Perryton	TX
1203	NON-OWNED SERVICE STATIONS	Perryton 1	822 South Main	Perryton	TX
1204	NON-OWNED SERVICE STATIONS	PHARR 9089	1000 NORTH CAGE	Pharr	TX
1205	NON-OWNED SERVICE STATIONS	Pharr 9090	500 East Highway 83	Pharr	TX
1206	NON-OWNED SERVICE STATIONS	Pharr		Pharr	TX
1207	NON-OWNED SERVICE STATIONS	Plainview	1504 West 5th	Plainview	TX
1208	NON-OWNED SERVICE STATIONS	San Angelo 75	1320 North Oakes	San Angelo	TX
1209	NON-OWNED SERVICE STATIONS	San Antonio 76	1815 South W.W. White Road	San Antonio	TX
1210	NON-OWNED SERVICE STATIONS	San Antonio 77	5826 South Flores	San Antonio	TX

1211	NON-OWNED SERVICE STATIONS	Tyler 3	2520 East 5th Street	Tyler	TX
1212	NON-OWNED SERVICE STATIONS	Tyler 2	430 South Beckham	Tyler	TX
1213	NON-OWNED SERVICE STATIONS	Tyler 1	716 West Front Street	Tyler	TX
1214	NON-OWNED SERVICE STATIONS	Vernon 1	3228 Wilbarger Street	Vernon	TX
1215	NON-OWNED SERVICE STATIONS	Waco 70	724 East Waco Drive	Waco	TX
1216	NON-OWNED SERVICE STATIONS	Wharton 68	1619 North Richmond	Wharton	TX
1217	NON-OWNED SERVICE STATIONS	Wichita Falls 2	2714 Southwest Parkway	Wichita Falls	TX
1218	NON-OWNED SERVICE STATIONS	Wichita Falls	2714 SW Parkway	Wichita Falls	TX
1219	NON-OWNED SERVICE STATIONS	Wichita Falls 1	3703 Sheppard Access Road	Wichita Falls	TX
1220	NON-OWNED SERVICE STATIONS	Bristol 2160	U.S. Highway 11	Bristol	VA
1221	NON-OWNED SERVICE STATIONS	BLENDER- FARM CENTER		Portsmouth	VA
1222	NON-OWNED SERVICE STATIONS	Abbotsford	Spruce Street North of Soo R.R. Depot	Abbotsford	WI
1223	NON-OWNED SERVICE STATIONS	Antigo 1	4th Avenue & Superior Street	Antigo	WI
1224	NON-OWNED SERVICE STATIONS	Appleton 1	504 West College Avenue	Appleton	WI
1225	NON-OWNED SERVICE STATIONS	Atkinson		Atkinson	WI
1226	NON-OWNED SERVICE STATIONS	Berlin 1	Broadway and Mound Street	Berlin	WI
1227	NON-OWNED SERVICE STATIONS	Chippewa Falls 3	304 West River Street	Chippewa Falls	WI
1228	NON-OWNED SERVICE STATIONS	Chippewa Falls 2	524 North Bridge Street	Chippewa Falls	WI
1229	NON-OWNED SERVICE STATIONS	Chippewa Falls	Woodward & Park Avenue	Chippewa Falls	WI
1230	NON-OWNED SERVICE STATIONS	Cudahy 1	4570 South Kinnickinnic Avenue	Cudahy	WI

1231	NON-OWNED SERVICE STATIONS	Dodge Bulk Station		Dodge	WI
1232	NON-OWNED SERVICE STATIONS	Dodgeville 1	1202 North Bequette Street	Dodgeville	WI
1233	NON-OWNED SERVICE STATIONS	Fennimore	Lincoln Avenue & Warner Street	Fennimore	WI
1234	NON-OWNED SERVICE STATIONS	Fort Atkinson	1012 S. Whitewater avenue	Fort Atkinson	WI
1235	NON-OWNED SERVICE STATIONS	Green Bay	621 South Broadway	Green Bay	WI
1236	NON-OWNED SERVICE STATIONS	Green Bay 1	Van Deuren Street	Green Bay	WI
1237	NON-OWNED SERVICE STATIONS	Janesville 2	NW/C Sherman and N. Parker Drive	Janesville	WI
1238	NON-OWNED SERVICE STATIONS	La Crosse	2127 S. Avenue	La Crosse	WI
1239	NON-OWNED SERVICE STATIONS	Lacrosse 1	1104 N. Lacrosse	Lacrosse	WI
1240	NON-OWNED SERVICE STATIONS	Ladysmith 1	518 Lake Avenue West	Ladysmith	WI
1241	NON-OWNED SERVICE STATIONS	Lake Geneva 1	600 Williams Street	Lake Geneva	WI
1242	NON-OWNED SERVICE STATIONS	Madison	3505 E. Washington avenue	Madison	WI
1243	NON-OWNED SERVICE STATIONS	Madison 2	3505 East Washington	Madison	WI
1244	NON-OWNED SERVICE STATIONS	Madison 1	728 Jenifer	Madison	WI
1245	NON-OWNED SERVICE STATIONS	Madison Bulk Station	Seminole Highway near Madison	Madison	WI
1246	NON-OWNED SERVICE STATIONS	Marinette Bulk and Service Sta	Marinette Avenue & Mary Street	Marinette	WI
1247	NON-OWNED SERVICE STATIONS	Mauston Bulk & Service Station	Highways 12 & 16	Mauston	WI
1248	NON-OWNED SERVICE STATIONS	Menasha 1	U.S. Highway 41	Menasha	WI
1249	NON-OWNED SERVICE STATIONS	Menomonie 2	I-94 & County Road "B"	Menomonie	WI
1250	NON-OWNED SERVICE STATIONS	Milwaukee 6	1545 West Hopkins	Milwaukee	WI

1251	NON-OWNED SERVICE STATIONS	Milwaukee	405 W. Center Street	Milwaukee	WI
1252	NON-OWNED SERVICE STATIONS	Milwaukee 7	405 West Center Street	Milwaukee	WI
1253	NON-OWNED SERVICE STATIONS	Milwaukee 3	4170 South Howell Avenue	Milwaukee	WI
1254	NON-OWNED SERVICE STATIONS	Milwaukee 4	4270 North 76th	Milwaukee	WI
1255	NON-OWNED SERVICE STATIONS	Milwaukee - Division	4823 N. Teutonia Avenue	Milwaukee	WI
1256	NON-OWNED SERVICE STATIONS	Milwaukee 5	5510 South 27th Street	Milwaukee	WI
1257	NON-OWNED SERVICE STATIONS	Milwaukee 8	7537 N. Teutonia	Milwaukee	WI
1258	NON-OWNED SERVICE STATIONS	Milwaukee 2	832 West Oklahoma Avenue	Milwaukee	WI
1259	NON-OWNED SERVICE STATIONS	Milwaukee		Milwaukee	WI
1260	NON-OWNED SERVICE STATIONS	Monona 1	320 E. Broadway	Monona	WI
1261	NON-OWNED SERVICE STATIONS	Monroe Bulk Station	Right-of-way	Monroe	WI
1262	NON-OWNED SERVICE STATIONS	Neenah 1	Interstate Highway 41	Neenah	WI
1263	NON-OWNED SERVICE STATIONS	Neillsville Bulk Station	7th and Forest Streets	Neillsville	WI
1264	NON-OWNED SERVICE STATIONS	Neillsville 1	South Grand Avenue & West 5th Street	Neillsville	WI
1265	NON-OWNED SERVICE STATIONS	New Richmond	447 N. Knowles Avenue	New Richmond	WI
1266	NON-OWNED SERVICE STATIONS	Oconto	U.S. Hwy. 41 South & Plat #2	Oconto	WI
1267	NON-OWNED SERVICE STATIONS	Oconto 1	US Highway 41 South	Oconto	WI
1268	NON-OWNED SERVICE STATIONS	Oshkosh 6	1606 South Main Street	Oshkosh	WI
1269	NON-OWNED SERVICE STATIONS	Oshkosh 5	173 West Algoma Street	Oshkosh	WI
1270	NON-OWNED SERVICE STATIONS	Oshkosh 1	387 Main Street	Oshkosh	WI

1271	NON-OWNED SERVICE STATIONS	Oshkosh	415 W. Murdock avenue	Oshkosh	WI
1272	NON-OWNED SERVICE STATIONS	Platteville 1	US Highway 151 & SH 80-81	Platteville	WI
1273	NON-OWNED SERVICE STATIONS	Racine 1	2305 Racine Street	Racine	WI
1274	NON-OWNED SERVICE STATIONS	Rhineland	217 Anderson Street	Rhineland	WI
1275	NON-OWNED SERVICE STATIONS	Rice Lake 1	501 North Main	Rice Lake	WI
1276	NON-OWNED SERVICE STATIONS	Ripon 1	East Fond du Lac Street	Ripon	WI
1277	NON-OWNED SERVICE STATIONS	River Falls 1	700 North Main	River Falls	WI
1278	NON-OWNED SERVICE STATIONS	Rothschild 1	407 South Grand	Rothschild	WI
1279	NON-OWNED SERVICE STATIONS	Shawano	315 S. Main	Shawano	WI
1280	NON-OWNED SERVICE STATIONS	Shawano Bulk Plant	Minneapolis, St. Paul & Sault Ste. Marie Railway Right- of-Way	Shawano	WI
1281	NON-OWNED SERVICE STATIONS	South Milwaukee 1	1522 North Chicago Avenue	South Milwaukee	WI
1282	NON-OWNED SERVICE STATIONS	Stevens Point	417 N. Division street	Stevens Point	WI
1283	NON-OWNED SERVICE STATIONS	Superior 1	2601 Tower Avenue	Superior	WI
1284	NON-OWNED SERVICE STATIONS	Superior Advertising Sign	River Street	Superior	WI
1285	NON-OWNED SERVICE STATIONS	Waukesha 1	114 E. Broadway	Waukesha	WI
1286	NON-OWNED SERVICE STATIONS	Waupaca	Badger & Jefferson Streets	Waupaca	WI
1287	NON-OWNED SERVICE STATIONS	Waupun 1	42 Fond du Lac Street	Waupun	WI
1288	NON-OWNED SERVICE STATIONS	Wausau 4	1033-35 S. Fourth Avenue	Wausau	WI
1289	NON-OWNED SERVICE STATIONS	Wausau 3	526 Bridge Street	Wausau	WI

1290	NON-OWNED SERVICE STATIONS	Wausau Bulk Station	Chicago, Milwaukee, St. Paul and Pacific Railroad Company Right- of-Way	Wausau	WI
1291	NON-OWNED SERVICE STATIONS	Wausau 2	Third Avenue & Callon Street	Wausau	WI
1292	NON-OWNED SERVICE STATIONS	Whitewater 1	1280 West Main Street	Whitewater	WI

EXHIBIT “B”

List of Transferred Contracts and Leases and Access Agreements

NO.	SETTLOR	COUNTERPARTY	Date	DESCRIPTION OF CONTRACT	CURE AMOUNT	ASSIGNED TO
1	Tronox LLC	5900 Success Drive Realty, LLC	11/8/2006	Access Agreement	\$0.00	The Multistate Environmental Response Trust
2	Triple S Refining Corporation	Abilene Housing, Inc.	10/23/1996	Environmental Survey Access Agreement between KMRC and Abilene Housing, Inc.	\$0.00	The Multistate Environmental Response Trust
3	Tronox LLC	Black & Decker Corporation (Emhart)	1/7/1991	Settlement Agreement dated January 1, 1991 by and among Kerr-McGee Chemical Corporation, Emhart Industries Inc. and The Black & Decker Corporation	\$0.00	The Multistate Environmental Response Trust
4	Tronox LLC	Chesapeake Exploration LP	5/17/2007	Lease Agreement - Minerals for AR, White County	\$0.00	The Multistate Environmental Response Trust
5	Tronox LLC	Chesapeake Exploration LP	5/17/2007	Lease Agreement 2 - Minerals for AR, White County	\$0.00	The Multistate Environmental Response Trust
6	Tronox LLC	Chesapeake Exploration LP	6/16/2008	Lease Agreement - Minerals for OK, Woods County	\$0.00	The Multistate Environmental Response Trust
7	Tronox LLC	CSX Transportation	9/9/2008	Supplement to 11/04/04 access agreement for monitor wells and soil sampling	\$0.00	The Multistate Environmental Response Trust

8	Tronox LLC	Cumulus Broadcasting LLC	1/11/2008	Environmental Remediation Agreement	\$0.00	The Multistate Environmental Response Trust
9	Triple S Refining Corporation	Diocese Episcopal Church	10/21/1996	Environmental Survey Access Agreement between Kerr-McGee Refining Corporation and Diocese Episcopal Church, Richard S. Cowan, Sr. Warden	\$0.00	The Multistate Environmental Response Trust
10	Triple S Refining Corporation	First Christian Church of Abilene	10/22/1996	Environmental Survey Access Agreement between Kerr-McGee Refining Corporation and First Christian Church of Abilene	\$0.00	The Multistate Environmental Response Trust
11	Tronox LLC	Floyd T Sizemore Sr. and Jean F. Sizemore	2/1/2007	License Access Agreement dated February 1, 2007 between Floyd T. Sizemore Sr and Jean F. Sizemore and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
12	Triple S Refining Corporation	Great Plains Federal Credit Union	12/21/1996	Environmental Survey Access Agreement between KMRC and Great Plains Federal Credit Union, Kenneth Martin, President	\$0.00	The Multistate Environmental Response Trust
13	Triple S Refining Corporation	Greg Eastburn	12/20/1999	Environmental Survey Access Agreement between KMRC and Greg Eastburn	\$0.00	The Multistate Environmental Response Trust
14	Tronox LLC	Jacksonville Port Authority	9/10/2004	Installation of monitor wells and collection of environmental samples	\$0.00	The Multistate Environmental Response Trust
15	Tronox LLC	JM Family Enterprises, Inc.	9/10/2004	Installation of monitor wells and collection of environmental samples	\$0.00	The Multistate Environmental Response Trust

16	Tronox Worldwide LLC	Kansas Dept of Transportation	10/4/2006	Highway Permit Use of Right of Way 10/4/2006 between Tronox Worldwide LLC and Kansas Dept of Transportation Permit #1-06-374	\$0.00	The Multistate Environmental Response Trust
17	Triple S Refining Corporation	Kansas State University Foundation	10/24/1996	Environmental Survey Access Agreement between Kerr-McGee Refining Corporation and Kansas State University Foundation	\$0.00	The Multistate Environmental Response Trust
18	Tronox LLC	Martha A Kidder	1/31/2007	License Agreement between Martha A Kidder and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
19	Triple S Refining Corporation	Mr. Lonnie Jump	9/23/2005	Environmental Survey Access Agreement between KMRC and Lonnie Jump	\$0.00	The Multistate Environmental Response Trust
20	Tronox LLC	Murray, David S.	2/12/2007	Access Agreement dated Feb. 12, 2007 by and between David S. Murray and Tronox, LLC	\$0.00	The Multistate Environmental Response Trust
21	Tronox LLC	Norfolk Southern Railway Company (Norfolk and Western Railway Company)	1/2/1991	Right of Entry License Agreement between Kerr-McGee Chemical Corporation and Norfolk and Western Railway Company dated January 2, 1991	\$0.00	The Multistate Environmental Response Trust
22	Tronox LLC	Norfolk Southern Railway Company (Norfolk and Western Railway Company)	1/7/1997	Second Supplement Agreement between Norfolk and Western Railway Company and Kerr-McGee Chemical Corporation dated Jan. 7, 1997	\$0.00	The Multistate Environmental Response Trust

23	Tronox LLC	Oliver M. Miller	2/1/2007	Environmental Remediation / Spirit of Prayer Church, 2601 7th Avenue, N. Columbus, MS	\$0.00	The Multistate Environmental Response Trust
24	Triple S Refining Corporation	Rev. Ralph I. Bauman Trust	10/23/1996	Environmental Survey Access Agreement bewteen KMRC and Ralph I. Bauman	\$0.00	The Multistate Environmental Response Trust
25	Tronox LLC	Spirit of Prayer Holiness Church	2/1/2007	License Access Agreement dated February 1, 2007 between Spirit of Prayer Holiness Church and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
26	Tronox Worldwide LLC	Springfield Discount Liquor	1/16/2009	Environmental Survey Access Agreement dated 16 January 2009 between Tronox Worldwide LLC and James Bradley, owner Springfield Discount Liquor	\$0.00	The Multistate Environmental Response Trust
27	Tronox Worldwide LLC	Terminal Railroad Association of St. Louis	9/22/2004	Right of Entry License Agreement between Terminal Railroad Association of St. Louis and Kerr McGee Chemical World Wide LLC	\$0.00	The Multistate Environmental Response Trust
28	Tronox LLC	Texas General Land Office	4/1/2003	Enviornmental Remediation Commercial Coastal Easement LC 20030010	\$0.00	The Multistate Environmental Response Trust
29	Tronox LLC	The Columbus Cemetery and Investment Co	6/5/1992	Lease Agreement dated June 5, 1992 between The Columbus Cemetery and Investment Co and Kerr McGee Chemical Corp.(operating wells)	\$0.00	The Multistate Environmental Response Trust

30	Tronox LLC	The Columbus Cemetery and Investment Co	6/5/1992	Amendment and Extension to Lease Agreement dated June 5, 1992 between The Columbus Cemetery and Investment Co. and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
31	Tronox LLC	The Columbus Cemetery and Investment Co	7/7/2008	Amendment and Extension to Lease Agreement dated July 7, 2008 between The Columbus Cemetery and Investment Co. and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
32	Tronox Worldwide LLC	The Doe Run Resources Corporation	5/8/2006	Lease Agreement - Minerals for MO, Viburnum	\$0.00	The Multistate Environmental Response Trust
33	Tronox LLC	Union Pacific Railroad	1/18/2011	Pipeline and Wireline Crossing Agreement	\$0.00	The Multistate Environmental Response Trust
34	Tronox Worldwide LLC	W. T. Spurlock	6/5/2009	Access Agreement dated June 5, 2009, W.T. Spurlock and Tronox, Inc.	\$0.00	The Multistate Environmental Response Trust
35	Tronox LLC	Alabama Power	1/1/2009	Light and Power Service	\$3,906.87	The Multistate Environmental Response Trust
36	Tronox LLC	Allied Waste Services	8/31/2009	Customer Service Agreement 4444	\$1,437.87	The Multistate Environmental Response Trust
37	Triple S Refining Corporation	Birmingham Southern Railroad Company	1/1/2000	License Agreement	\$0.00	The Multistate Environmental Response Trust
38	Tronox Worldwide LLC	Cytec Industries Inc.	8/15/2000	Agreement Relating to Partnership Assets and Liabilities	\$0.00	The Multistate Environmental Response Trust

39	Tronox Worldwide LLC	International Minerals & Chemical Corporation, Brewster Phosphates, and American Cyanamid Company	7/22/2002	Extension of 1986 Mineral Lease to June 30, 2007	\$0.00	The Multistate Environmental Response Trust
40	Triple S Refining Corporation	Schrader Environmental Services, Inc.	11/17/2008	Rental Agreement	\$2,800.00	The Multistate Environmental Response Trust
41	Tronox LLC	UNAVCO	9/7/2006	Access Agreement	\$0.00	The Multistate Environmental Response Trust
42	Tronox LLC	The Center for Snow and Avalanche Studies	8/28/2006	Access Agreement	\$0.00	The Multistate Environmental Response Trust
43	Tronox LLC	JIMCO Integrated Services	11/20/07	Statement of Work as Exhibit A to the Master Work Agreement for Construction or Field Services	\$0.00	The Multistate Environmental Response Trust

EXHIBIT "C"

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Authorized representative and party to receive all notices:

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Nevada)

BY AND AMONG

**TRONOX, INCORPORATED,
TRONOX LLC,
TRONOX FINANCE CORP.,
TRONOX HOLDINGS, INC.,
TRONOX LUXEMBOURG S.AR.L,
TRONOX PIGMENTS (SAVANNAH), INC.,
TRONOX WORLDWIDE, LLC,
SOUTHWESTERN REFINING COMPANY, INC.,
TRANSWORLD DRILLING COMPANY,
TRIANGLE REFINERIES, INC.,
TRIPLE S, INC.,
TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION,
TRIPLE S MINERALS RESOURCES CORPORATION,
TRIPLE S REFINING CORPORATION,
and
CIMARRON CORPORATION.
As Settlers,**

**Le Petomane XXVII, Inc.
not individually but solely in its representative capacity
as Nevada Trustee,**

AND

**THE UNITED STATES OF AMERICA and
the STATE of NEVADA
as Beneficiaries**

As of February 14, 2011

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Nevada)

This Environmental Response Trust Agreement (the “Agreement”) is made this 14th day of February, 2011, by and among TRONOX, INCORPORATED (“Tronox”) and its wholly owned subsidiaries, TRONOX LLC, TRONOX FINANCE CORP., TRONOX HOLDINGS, INC., TRONOX LUXEMBOURG S.A.R.L, TRONOX PIGMENTS (SAVANNAH), INC., TRONOX WORLDWIDE, LLC, SOUTHWESTERN REFINING COMPANY, INC., TRANSWORLD DRILLING COMPANY, TRIANGLE REFINERIES, INC., TRIPLE S, INC., TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION, TRIPLE S MINERALS RESOURCES CORPORATION, TRIPLE S REFINING CORPORATION, and CIMARRON CORPORATION, as debtors and debtors in possession in the Bankruptcy Cases (defined below) (collectively, “Settlors”) and Le Petomane XXVII, Inc, not individually but solely in its representative capacity as Nevada Trustee (defined herein) of the Nevada Environmental Response Trust (defined herein) established hereby, and the Beneficiaries (defined herein).

RECITALS:

WHEREAS, on January 12, 2009, Settlers filed voluntary petitions for relief in the Bankruptcy Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”), which cases have been jointly administered under Case No. 09-10156 (the “Bankruptcy Cases”);

WHEREAS, the Settlers, the United States, the State of Nevada, and certain other parties have entered into that certain Consent Decree and Environmental Settlement Agreement lodged with the Court on November 23, 2010 (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement provides for the transfer of the Henderson Property (defined below) to the Nevada Trust (defined below) to be administered by the Nevada Trustee (defined below) pursuant to the Agreement and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of four additional trusts, which include the Cimarron Trust, the Multistate Trust, the Savannah Trust, and the West Chicago Trust, the transfer to those trusts of the Cimarron Site, the Multistate Owned Sites, the Savannah Facility, and the West Chicago Owned Sites, respectively, and the administration of each of those trusts by the Cimarron Trustee, the Multistate Trustee, the Savannah Trustee, and the West Chicago Trustee/Licensee, respectively, pursuant to the Environmental Response Trust Agreement for each trust and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of a litigation trust (“Anadarko Litigation Trust”) pursuant to the Litigation Trust Agreement (defined below);

WHEREAS, in accordance with Article VIII of the Settlement Agreement, the Nevada Trust is established for the purposes of owning the Henderson Property for the purposes of implementing the Settlement Agreement, carrying out administrative and property management functions related to the Henderson Property, managing and/or funding implementation of future Environmental Actions for the Henderson Legacy Conditions that are approved by the Lead Agency and paying certain future oversight costs of the Lead Agency and Non-Lead Agency, acting as legal successor to Settlor under the Henderson Chartis Policy, and any other insurance policies, including but not limited to the BMI Chartis Policy, for the sole purpose of pursuing and securing claims, proceeds, and recoveries under the insurance policies, acting as landlord under the Henderson Facility Lease, and acting as substituted party for Tronox LLC under the 2006 Henderson Consent Decree, as more specifically provided in such 2006 Henderson Consent Decree, Paragraph 73 of the Settlement Agreement, and the 2006 Henderson Consent Decree Substitution and Clarification Agreement, including the receipt of such payments as may in the future be due to the Nevada Trust pursuant to the 2006 Henderson Consent Decree, and fulfilling other obligations as set forth in the Settlement Agreement.

WHEREAS, the Nevada Trust is to be funded in the amount set forth in the Settlement Agreement;

WHEREAS, the Agreement and the Settlement Agreement govern the Nevada Trust, which is created pursuant to section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “QSF Regulations”);

WHEREAS, the Southern Nevada Water Authority, the Metropolitan Water District of Southern California, and the Central Arizona Project/Central Arizona Water Conservation District (collectively, the “Colorado River Authorities”) are state agencies, authorities, or political subdivisions charged with the management of water supplies taken from, among other sources, the Colorado River and, as such, desire to remain apprised and, in the sole discretion of each respective Colorado River Authority, to participate in an advisory capacity with respect to the progress of Environmental Actions and the administration of the Nevada Trust;

WHEREAS, presuming that the Nevada Trust qualifies as a “qualified settlement fund” within the meaning of the QSF Regulations, to the extent permitted by law, the Settlor intend to elect to treat the Nevada Trust as a grantor trust pursuant to the QSF Regulations; and

WHEREAS, the Nevada Trust shall be the exclusive holder of the assets described herein for purposes of the Settlement Agreement, this Agreement and 31 U.S.C. § 3713(b);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

The following terms as used in the Agreement shall have the definitions given below:

1.1.1 “Agreement” has the meaning as given in the preamble.

1.1.2 “Anadarko Litigation Trust” shall have the meaning given in the recitals to the Agreement.

1.1.3 “Anadarko Litigation Proceeds” are eighty-eight percent (88%) of the net recovery in the Anadarko Litigation, which net recovery shall be determined by subtracting from the total gross recovery in the Anadarko Litigation (1) all outstanding and anticipated payments to lead counsel of the Anadarko Litigation Trust pursuant to a separate Special Fee Arrangement; (2) all outstanding and anticipated costs and fees of the Anadarko Litigation Trust and Trustee (including but not limited to attorneys’ fees and Trustee fees), as set forth in the Anadarko Litigation Trust Agreement referred to in Paragraph 119 of the Settlement Agreement; and (3) the amount of the distribution referred to in Paragraph 122 of the Settlement Agreement as amended by the First Amendment to the Consent Decree and Environmental Settlement Agreement, and which shall be allocated to the Governments and the Environmental Response Trusts pursuant to the Plan of Reorganization and the Settlement Agreement.

1.1.4 “Bankruptcy Cases” shall have the meaning given in the recitals to the Agreement.

1.1.5 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

1.1.6 “Beneficiaries” means the United States and the State of Nevada.

1.1.7 “BMI Chartis Policy” means the BMI, et al., Pollution Clean-Up and Legal Liability Manuscript Policy, Policy Number 267-9176.

1.1.8 “BMI/Landwell Assets” means the Settlor’s interests in Basic Management, Inc. and The Landwell Company, LP.

1.1.9 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.

1.1.10 “Colorado River Authorities” shall have the meaning provided in the recitals to the Agreement.

1.1.11 “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of the Agreement, a United States District Court having competent jurisdiction with respect to such matters.

1.1.12 “Effective Date” means the Effective Date as defined in the Settlement Agreement.

1.1.13 “Environmental Actions” means any and all environmental activities authorized or required under Environmental Law that occur after the Effective Date and that are related to the Henderson Property, including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. “Environmental Actions” also include the above environmental activities relating to the migration of hazardous substances emanating from the Henderson Property. For the avoidance of doubt, “Environmental Actions” shall not include natural resource assessment or restoration.

1.1.14 “Environmental Information” means environmental reports, audits, analyses, records, studies and other documents containing information prepared by or otherwise in the possession, custody or control of Settlers or their technical consultants that are based on or otherwise reflect information related to environmental activities.

1.1.15 “Environmental Laws” means, whenever in effect, all federal, tribal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law; all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act (“AEA”), CERCLA, Clean Water Act (“CWA”), Clean Air Act (“CAA”), Emergency Planning and Community Right-to-Know Act (“EPCRA”), Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), Resource Conservation and Recovery Act (“RCRA”), Safe Drinking Water Act (“SDWA”), Toxic Substances Control Act (“TSCA”), and any tribal, state or local equivalents.

1.1.16 “Existing Leases” means (i) the Lease Agreement dated May 6, 2005, by and between Tronox LLC f/k/a Kerr-McGee Chemical LLC, as lessor, and Pronto Constructors, Inc., as lessee, as amended by the First Amendment to Lease Agreement dated May 1, 2007 and (ii) Lease Agreement dated August 31, 2006, by and between Tronox LLC, as landlord, and Industrial Supply Co, Inc., as tenant.

1.1.17 “Funding” shall have the meaning given in Section 2.1.6.1 hereof.

1.1.18 “Henderson Chartis Policy” means the Kerr-McGee Henderson Pollution Clean-Up and Legal Liability Manuscript Policy, Policy Number 619-0315.

1.1.19 “Henderson Deed” means the quitclaim deed transferring the Henderson Property from the Settlers to the Nevada Trust.

1.1.20 “Henderson Facility Lease” means the triple net lease between Tronox LLC or its assigns and the Nevada Trust for the Henderson Leased Facility and which is referred to in Paragraph 71 of the Settlement Agreement.

1.1.21 “Henderson Leased Facility” means the portion of the Henderson Property described under the caption “Leased Premises” in the Lease Term Sheet annexed as Attachment G to the Settlement Agreement.

1.1.22 “Henderson Legacy Conditions” has the meaning provided in Paragraph 75(b) of the Settlement Agreement.

1.1.23 “Henderson Property” means all of Settlers’ right, title, and interest in and to, including, without limitation, all of their fee ownership in that certain real property comprising all of the real property currently owned by Settlers and located in Clark County, Nevada (including, without limitation, the tax assessor parcels described in Attachment D annexed to the Settlement Agreement and the real property described by the legal description set forth in Attachment E annexed to the Settlement Agreement, together with all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, filings and permits (to the extent applicable to the Nevada Trust as owner of the Henderson Property), licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law and that are not related to the Henderson Business, or other interests (including without limitation all fixtures, improvements, and equipment located thereon as of the Effective Date) owned by Settlers and related to the Henderson Property, including without limitation, all development rights, with the exception of: any machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible personal property, filings, permits, licenses, warranties, guaranties, or other interests used or held for use in connection with the operation of the Henderson Business, and located in or on the Henderson Leased Facility.

1.1.24 “Henderson Remediation System” means all of Settlers’ right, title, and interest to all personal property, equipment, fixtures, easements, contracts or other

rights necessary for the continued operation of the chromium- and perchlorate-related groundwater intercept and treatment systems and all other on-going environmental contamination investigation, treatment or remediation systems or programs at or associated with the Henderson Property.

1.1.25 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.26 “Lead Agency” shall be the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

1.1.27 “Litigation Trust Agreement” means the agreement establishing the Anadarko Litigation Trust.

1.1.28 “Nevada Administrative Costs” means real estate taxes except as otherwise provided under the Henderson Facility Lease, insurance, and other administrative costs incurred in administering the Nevada Trust other than the administrative expenses to be paid by Tronox LLC and any approved assigns to the leasehold interest pursuant to the Henderson Facility Lease.

1.1.29 “Nevada Trust” means the trust established pursuant to the Agreement, and shall have the same meaning as the Henderson Trust in the Settlement Agreement.

1.1.30 “Nevada Trust Account” shall have the meaning given in Section 2.1.10 hereof.

1.1.31 “Nevada Trust Administrative Account” means the Nevada Trust Account established pursuant to Section 2.1.10 to fund the payment of Nevada Administrative Costs.

1.1.32 “Nevada Trust Assets” means (a) those assets and properties, including the Funding, the Henderson Property, the Henderson Remediation System, the Settlor's rights, title and interest in and to the Henderson and BMI Chartis Policies, the Anadarko Litigation Proceeds (defined herein), the BMI/Landwell Assets (defined herein) and the right to receive any payments due under the 2006 Henderson Consent Decree and (b) such other assets acquired, earned, or held by the Nevada Trust from time to time pursuant to the Agreement, the Settlement Agreement, or an order of the Court.

1.1.33 “Nevada Trust Environmental Cost Account” shall have the meaning given in Section 2.1.10.

1.1.34 “Nevada Trust Parties” means, collectively, the Nevada Trust, the Nevada Trustee, and the Nevada Trustee's shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the Nevada Trust or Nevada Trustee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the Nevada Trust (for the avoidance of

doubt, other than the Nevada Trustee and its shareholders, officers, directors and employees) shall not be Nevada Trust Parties.

1.1.35 “Nevada Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Nevada Trust Assets.

1.1.36 “Nevada Trustee” means the trustee of the Nevada Trust.

1.1.37 “Net Sale Proceeds” shall mean an amount equal to the purchase price paid as a result of a sale by the Nevada Trust of the BMI/Landwell Assets, whether by right of first refusal or otherwise, plus any profits earned by the Nevada Trust on the BMI/Landwell Assets prior to the sale, minus (a) any litigation, valuation, or transaction costs reasonably incurred by the Nevada Trust in connection with the sale but excluding any costs that otherwise would have been expended by the Nevada Trust in the absence of the exercise of a sale and (b) any carrying costs reasonably incurred by the Nevada Trust as owner of the BMI/Landwell Assets but excluding any costs that otherwise would have been expended by the Nevada Trust in the absence of its ownership of the BMI/Landwell Assets.

1.1.38 “Non-Lead Agency” shall be the US EPA.

1.1.39 “Parties” means the Settlor, the Nevada Trustee, and the Beneficiaries.

1.1.40 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.41 “Plan of Reorganization” shall mean the First Amended Joint Plan of Reorganization of Tronox Incorporated et al. pursuant to Chapter 11 of the Bankruptcy Code dated November 5, 2010, as amended.

1.1.42 “Real Property Information” shall have the meaning in the Settlement Agreement.

1.1.43 “Reorganized Tronox” means Tronox Incorporated, Tronox Worldwide LLC, Tronox LLC, non-Settlor foreign subsidiaries of the Settlor and such other Settlor and/or one or more newly organized successors, or any successor thereto, by merger, consolidation or otherwise, on or after the effective date of the Plan of Reorganization.

1.1.44 “Settlement Agreement” shall have the meaning given in the recitals.

1.1.45 “Settlor” shall have the meaning given in the preamble.

1.1.46 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

1.1.47 “Tenant” shall mean the tenant of the Henderson Facility Lease.

1.1.48 “Title Insurer” shall mean Chicago Title Insurance Company.

1.1.49 “United States” means the United States of America on behalf of agencies and departments named in the Settlement Agreement.

1.1.50 “US EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

All Capitalized terms not defined above shall have the meanings provided in the Settlement Agreement.

ARTICLE II THE NEVADA TRUST

2.1 Creation of and Transfer of Assets to the Nevada Trust

2.1.1 Pursuant to the Settlement Agreement, the Parties hereby establish, on behalf of the Beneficiaries named herein, and Tronox Worldwide LLC hereby transfers, assigns, and delivers, by quitclaim deed and other appropriate instruments, to, the Nevada Trust, or to the Nevada Trustee, not individually but solely in its representative capacity as Nevada Trustee, if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, on behalf of the Beneficiaries, all of Settlor's right, title and interest in and to the Henderson Property. Settlor's shall retain no ownership or other residual interest whatsoever with respect to the Nevada Trust, the Henderson Property or the Henderson Remediation System, but as of the Effective Date, Tronox LLC and any assigns approved in accordance with the terms of the Henderson Facility Lease shall have all rights and obligations as Tenant as set forth in the Henderson Facility Lease. To the extent owned by Settlor's, the transfers of the Henderson Property shall include any land lying in bed or any street, road or avenue opened or proposed, public or private, in front of or adjoining the portions of the Henderson Property along with (x) any award made or to be made or made in lieu thereof, (y) any unpaid award for damage to the Henderson Property by reason of change of grade of any street, and (z) any strips and gores adjoining the adjacent property. The transfer of ownership by Tronox Worldwide LLC of the Henderson Property shall be a transfer of all of the Settlor's right, title and interests therein, and the transfer shall be (i) “as is” and “where is”, with no warranties of any nature; (ii) free and clear of all claims, liens, encumbrances and interests against the Settlor's, including mechanics' liens and other liens for the payments of monetary claims, such as real property taxes (except statutory liens for real property taxes that are not yet due and payable), or other monetary

claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) free and clear of all leases and tenancies, other than the Henderson Facility Lease, and the two Existing Leases, which Existing Leases shall not be assigned to or assumed by the Nevada Trust, but will continue as subleases between Tenant and the tenants under the Existing Leases, subject and subordinate to the Henderson Facility Lease; (iv) subject to any rights of the United States and the State of Nevada under the Settlement Agreement; and (v) accomplished by the Henderson Deed and personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Settlers and the Nevada Trustee. The grantee for each such deed and personal property bill of sale shall be the Nevada Trust by and through Le Petomane XXVII, Inc., not individually but solely in its representative capacity as Nevada Trustee, or if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, Le Petomane XXVII, Inc., not individually but solely in its representative capacity as Nevada Trustee. Settlers and Reorganized Tronox, as applicable, will cooperate with the United States, the State of Nevada and the Nevada Trustee to deliver the Henderson Deed to the Title Insurer prior to the Effective Date (which Title Insurer will record or cause to be recorded in the appropriate real property records the Henderson Deed as soon as reasonably practicable, but not to exceed 30 days after the Effective Date), together with all affidavits of title and all other documents necessary, if any, for the Nevada Trust's Title Insurer to insure title (including, without limitation, gap insurance and insurance against mechanics liens) to the Henderson Property free and clear of all liens and encumbrances except as otherwise provided herein. In the event the Henderson Deed is not recorded by the Title Insurer on the Effective Date, Reorganized Tronox will cooperate with the State of Nevada, the United States, the Nevada Trustee and the Title Insurer to cause to be recorded in the appropriate real property records the Henderson Deed as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Notwithstanding the foregoing sentence, none of Settlers' or Reorganized Tronox's obligations nor its cooperation with the Nevada Trust or its Title Insurer (as the case may be) shall in any way be construed to impose a duty on Settlers or Reorganized Tronox to provide title insurance to the Nevada Trust for the Henderson Property and the issuance of a title insurance policy for the Henderson Property shall not be deemed a condition precedent to the transfer of the Henderson Property to the Nevada Trust. Settlers shall pay the recording costs to the title company relating to the title transfers. Settlers shall pay all real property taxes relating to the Henderson Property prorated through the Effective Date. As of the Effective Date, the Nevada Trust shall be responsible for all real property taxes relating to the Henderson Property, except the real property taxes relating to the Henderson Leased Facility shall be the responsibility of Tenant after the Effective Date. On or before the Effective Date, Settlers shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Settlers against the Henderson Property. The Nevada Trust hereby accepts and agrees to hold the Nevada Trust Assets in the Nevada Trust for the benefit of the Beneficiaries for the purposes described in Section 2.2 below, subject to the terms of the Settlement Agreement, the Agreement, and any applicable orders of the Court.

2.1.2 BMI/Landwell Assets

2.1.2.1 Transfer to Nevada Trust. On the Effective Date, Tronox Worldwide LLC will transfer the BMI/Landwell Assets to the Nevada Trust or, at the direction of the Nevada Trust, to an entity in which the Nevada Trust has an interest, in either case on terms and conditions to be reasonably agreed upon by Settlers, the Nevada Trustee, the State of Nevada, and the United States.

2.1.2.2 Optional Transfer of Interest to Other Trusts. At any time prior to any sale by the Nevada Trust of the BMI/Landwell Assets, whether by right of first refusal or otherwise, and prior to a distribution by the Anadarko Litigation Trust, the Nevada Trustee may transfer 65% of its economic interest in the BMI/Landwell Assets to one or more of the Multistate Trust, Cimarron Trust, Savannah Trust, and West Chicago Trust, in such proportions and upon such terms as the United States may direct.

2.1.2.3 Distribution of Net Sale Proceeds. If at any time any person or entity purchases the BMI/Landwell Assets from the Nevada Trust, whether by right of first refusal or otherwise, the Net Sale Proceeds shall be distributed as follows: (x) the first \$20 million, to the Nevada Trust Environmental Cost Account and/or Nevada Trust Administrative Account, as jointly directed by the State of Nevada and the United States, (y) 35% of the Net Sale Proceeds above \$20 million, to the Nevada Trust Environmental Cost Account and/or Nevada Trust Administrative Account, as jointly directed by the State of Nevada and the United States, and (z) 65% of the Net Sale Proceeds above \$20 million, (i) first, to any Administrative Account, Environmental Cost Account, or Work Account in the Multistate Trust, Cimarron Trust, Nevada Trust, Savannah Trust, or West Chicago Trust, as directed by the United States, if there are remaining Environmental Actions to be performed at the Owned Sites, the Non-Owned RAS Properties, Kress Creek, and the Non-Owned Service Stations (each as defined in the Settlement Agreement) in those Trusts and a need for additional trust funding; (ii) second, to any Non-Owned Site (as defined in the Settlement Agreement), as directed by the United States, with a need for additional funding of Environmental Actions beyond the distributions designated to be received from the Anadarko Litigation Proceeds; and (iii) third, to the Superfund. Nothing in this Subsection is intended to preclude or limit any transfers of funds from any other accounts established in the Settlement Agreement to the Nevada Trust Environmental Cost Account or Nevada

Trust Administrative Account pursuant to the terms of any applicable funds transfer provision in the Settlement Agreement if there are remaining Environmental Actions to be performed at or with respect to the Henderson Property and a need for additional trust funding.

2.1.3 The 2006 Henderson Consent Decree. The United States, the State of Nevada, the Nevada Trust and Tronox LLC (but only with respect to its consent to the substitution) shall also enter into, and the United States shall file with the Bankruptcy Court, a 2006 Henderson Consent Decree Substitution and Clarification Agreement to clarify the meaning of and otherwise document the parties' stipulations and reservations of rights concerning certain provisions of the 2006 Henderson Consent Decree, and the United States shall seek an order from the United States District Court for the District of Columbia adopting and approving all clarifications of and stipulations concerning the 2006 Henderson Consent Decree that are set forth in the 2006 Henderson Consent Decree Substitution and Clarification Agreement, all as provided in the Settlement Agreement and the 2006 Henderson Consent Decree Substitution and Clarification Agreement.

2.1.4 The Henderson Facility Lease. On the Effective Date, the Nevada Trust shall enter into the Henderson Facility Lease and Tronox Incorporated shall execute and deliver to the Henderson Trust an irrevocable and unconditional guaranty of the observance and performance of Tenant's obligations under (i) the Henderson Facility Lease and (ii) the Settlement Agreement as its obligations pertain to the Henderson Leased Facility, in form and substance reasonably satisfactory to Tronox Incorporated and the Henderson Trust.

2.1.5 The Henderson Remediation Power Agreement. On the Effective Date, the Nevada Trustee and Tenant shall enter into an agreement, described in and complying with the terms of the Settlement Agreement, under which Tenant shall provide to the Nevada Trust or its designee or assignee on and after the Effective Date the uninterrupted supply of hydroelectric power as necessary to continue to power components of the existing perchlorate- and chromium-related groundwater intercept and treatment systems at the same prices, terms and conditions as are applicable to Tenant's allocation of hydroelectric power from the Colorado River Commission of Nevada ("CRC"), subject to all applicable CRC laws, regulations or other requirements and as further described in Paragraph 79 of the Settlement Agreement.

2.1.6 Transfer of Funding and Consideration to the Nevada Trustee

2.1.6.1 The Funding. On the Effective Date, the Settlers shall cause to be transferred to or at the direction of the Nevada Trustee cash in the amount of \$81,020,018 which constitutes the "Funding."

2.1.6.2 Insurance. On the Effective Date, the Nevada Trust shall become the legal successor-in-interest to certain rights under the Henderson Chartis Policy and the BMI Chartis Policy and shall succeed to all of Settlers' right, title and

interest in claims, proceeds, and recoveries against the Henderson Chartis Policy and the BMI Chartis Policy. For the sole purpose of securing recovery to the Nevada Trust, the Nevada Trust shall succeed to the liabilities of Settlers with respect to the Henderson Property. Proceeds and recoveries from the Henderson Chartis Policy through the Effective Date shall be placed in the Nevada Trust Environmental Cost Account for the Henderson Property, excluding reimbursements for funds expended by Settlers on the Henderson Property prior to the Effective Date, provided that insurance claims for such funds expended by Settlers are or were submitted timely as provided by the Henderson Chartis Policy and are for costs incurred before the Effective Date. Settlers shall provide the Nevada Trust with copies of such claims at the time they are submitted. To the extent applicable, any other available insurance policies and other rights to reimbursement or contribution for response actions (whether contractual or otherwise) held by the Settlers as of the Effective Date shall be transferred to the Nevada Trust. (The Funding and Insurance shall be collectively referred to as the "Funding and Consideration".)

2.1.7 Anadarko Litigation Proceeds. The Anadarko Litigation Trust, which shall receive all of Settlers' right to receive the Anadarko Litigation Proceeds, shall transfer 23.75% of the Anadarko Litigation Proceeds to the Nevada Trust pursuant to the terms of the Plan of Reorganization, the Litigation Trust Agreement, and the Settlement Agreement. Such funds shall be retained and used to conduct or finance Environmental Actions at or in connection with the Henderson Property, except as otherwise expressly provided in this Agreement. Additionally, the Nevada Trust shall receive 1.25% of the Anadarko Litigation Proceeds, to be deposited in the Nevada Trust Administrative Account.

2.1.8 Colorado River Authorities. The Nevada Trustee shall (a) consult with the Colorado River Authorities to keep the Colorado River Authorities reasonably apprised of any material developments with respect to the progress of Environmental Actions and the administration of the Nevada Trust and (b) provide to the Colorado River Authorities (which may be expanded or curtailed by each Colorado River Authority from time to time in its discretion) (at the address(es) specified below, or as amended from time to time by written notice to the Nevada Trustee from each respective Colorado River Authority) for their review and comment copies of all work plans concerning proposed Environmental Actions at or relating to the Henderson Property, reports, budgets, annual balance statements, and other documents that the Nevada Trustee is required to submit to the Lead Agency, the Non-Lead Agency, or a Beneficiary under this Agreement and at the same time such document is provided to the Lead Agency, the Non-Lead Agency, or a Beneficiary for their review or approval, as applicable. Notwithstanding the foregoing, nothing in this Agreement shall in any way be construed to impose an obligation or

liability on the Colorado River Authorities under this Agreement or otherwise with respect to the Henderson Property.

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2.1.9 Upon transfer of the Henderson Property, the Henderson Remediation System, the BMI/Landwell Assets, and the Funding and Consideration on the Effective Date, the Settlers shall have no interest in, or with respect to, any Nevada Trust Assets, other than the Henderson Facility Lease, and neither the Settlers, Reorganized Tronox, nor any successors thereto, shall have any further obligation to provide funding to the Nevada Trust.

2.1.10 Creation of the trust accounts. Upon receipt of the Henderson Property and the Funding and Consideration, the Nevada Trustee shall create a segregated Nevada Trust Environmental Cost Account for the Henderson Property. The purpose of the Nevada Trust Environmental Cost Account shall be to provide funding for Environmental Actions for the Henderson Legacy Conditions and future oversight costs of the Lead Agency and the Non-Lead Agency with respect to the Henderson Property. Funding for the Nevada Trust Environmental Cost Account shall be held in trust for Environmental Actions with respect to the Henderson Property and may not be used for any Owned or Non-Owned Site except as expressly provided in Section 2.4.3 below. The initial funding of the Nevada Environmental Response Trust Account shall be a total of \$72,417,165.00. The Nevada Trustee shall also create a segregated Nevada Trust Administrative Account which shall be funded with \$8,602,853.00, and which shall fund the Nevada Administrative Costs. The separate accounts are referred to in the Agreement individually as a "Nevada Trust Account" and collectively as the "Nevada Trust Accounts." Subject to 2.5, the income and gains from any investment of the Nevada Trust Assets shall be allocated, paid and credited to such Nevada Trust Account.

2.1.11 Each Nevada Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the Nevada Trustee (each, a “Trust Subaccount”) to comply with the terms of, and implement, the Settlement Agreement and the Agreement.

2.1.12 For all federal income tax purposes, the Nevada Trustee and Settlor shall treat the transfer of the Nevada Trust Assets by Tronox Worldwide LLC to the Nevada Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. The Nevada Trustee shall at all times seek to have the Nevada Trust treated as a “qualified settlement fund” as that term is defined in the QSF Regulations. The Court shall retain continuing jurisdiction over the Nevada Trust and Nevada Trust Accounts sufficient to satisfy the requirements of the QSF Regulations. The Nevada Trustee shall cause any taxes imposed on the earnings of the Nevada Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Nevada Trust under applicable tax laws. The Nevada Trustee shall be the “administrator” of the Nevada Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent Tronox elects to treat the Nevada Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1), the Nevada Trustee will reasonably cooperate with such election.

2.1.13 The Nevada Trustee shall provide Tenant at least 15 business days, or such shorter period as is established by the Henderson Lead Agency, to comment on work plans (including approvable deliverables that describe work to be performed at or relating to the Henderson Leased Facility) concerning proposed Environmental Actions at or relating to the Henderson Leased Facility, at the same time such proposed work plans (including such approvable deliverables as described above) are provided to the Henderson Lead Agency and Non-Lead Agency for their review or approval, as applicable. The Nevada Trustee shall consult with Tenant to keep Tenant reasonably apprised of any major developments with respect to such Environmental Actions.

2.1.14 The Nevada Trustee shall be provided with Environmental Information and Real Property Information in accordance with Section XIX of the Settlement Agreement.

2.2 Objective and Purpose

2.2.1 The exclusive purposes and functions of the Nevada Trust are to: (i) own the Henderson Property for purposes of implementing the Settlement Agreement; (ii) carry out administrative and property management functions related to the Henderson Property; (iii) manage and/or fund implementation of Environmental Actions for the Henderson Legacy Conditions that are approved by the Lead Agency, and pay future oversight costs of the Lead Agency and Non-Lead Agency, as applicable; (iv) act as legal successor to Settlor under the Henderson and BMI Chartis Policies for the sole purpose of pursuing and securing claims, proceeds, and recoveries under the Henderson and BMI Chartis Policies; (v) act as landlord under the Henderson Facility Lease; (vi) act as substituted party for Tronox LLC under the 2006 Henderson Consent Decree, as more specifically provided in such 2006 Henderson Consent Decree, Paragraph 73 of the Settlement Agreement, and the 2006 Henderson Consent Decree Substitution and

Clarification Agreement, including the receipt of such payments as may in the future be due to the Nevada Trust pursuant to the 2006 Henderson Consent Decree, including the right to receive any payments due under the 2006 Henderson Consent Decree; and (vii) to receive and use 25% of the Anadarko Litigation Proceeds consistent with the Agreement and the Settlement Agreement and such other assets acquired, earned, or held by the Nevada Trust from time to time pursuant to the Agreement, the Settlement Agreement, or an order of the Court. The performance by the Nevada Trustee of its duties under the Agreement, including but not limited to the sale, lease or other disposition of some or all of the Henderson Property or BMI/Landwell Assets, shall not be considered to be the Nevada Trustee engaging in a trade or business.

2.2.2 The Nevada Trust is established pursuant to the Agreement and the Settlement Agreement and approved by the Court for the purpose of resolving claims asserting environmental liabilities of Settlor with respect to the Henderson Property and the Henderson Legacy Conditions. The Court shall retain continuing jurisdiction over the Nevada Trust. The Nevada Trust satisfies all the requirements of, and is intended by the Parties to be classified as, a qualified settlement fund pursuant to the QSF Regulations.

2.3 Holder of Nevada Trust Assets

The Nevada Trust shall be the exclusive holder of the Nevada Trust Assets and Nevada Trust Accounts described herein for purposes of the Agreement, the Settlement Agreement, 31 U.S.C. § 3713(b).

2.4 Management of Nevada Trust Assets

2.4.1 As required by the Agreement and the Settlement Agreement, the Nevada Trustee shall use the Nevada Trust Environmental Cost Account to fund future Environmental Actions associated with the Henderson Legacy Conditions and certain future oversight costs approved by the Lead Agency with respect to the Henderson Property. The Nevada Trustee shall use the Nevada Trust Administrative Account to fund the Nevada Administrative Costs that have been approved by the Lead Agency after consultation with the Non-Lead Agency.

2.4.2 The Nevada Trustee may enter into a consent decree or consent order with the United States and/or Nevada, and may perform work pursuant to unilateral administrative orders issued by the Lead Agency or Non-Lead Agency, to facilitate implementation of this Section with respect to the Henderson Property, to the extent of available funds.

2.4.3 After the Lead Agency and the Non-Lead Agency have confirmed to the Nevada Trustee that all final actions have been completed, including the sale of parcels comprising the Henderson Property, and disbursements have been made for all final costs and expenses for the Henderson Property, any funds remaining in the Nevada Trust Environmental Cost Account shall be transferred in the following order: (i) first, the Nevada Trustee, in consultation with the Lead Agency and Non-Lead Agency, shall agree to a reservation of funds necessary to preserve and maintain any parcels of the Henderson Property that have not been sold, pending winding up and termination of the Nevada

Trust, including taxes and holding costs; (ii) second, in accordance with instructions to be provided by the United States Department of Justice ("DOJ"), to the West Chicago Trust Environmental Cost or Work Accounts, the Cimarron Trust Environmental Cost Accounts, the Savannah Environmental Cost Account, or any of the Multistate Trust Environmental Cost Accounts established under the Settlement Agreement if there are remaining Environmental Actions to be performed at the Owned Funded Sites, the Non-Owned Service Stations, the Non-Owned RAS Properties or Kress Creek and a need for additional trust funding, with the allocation among such Environmental Cost or Work Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (iii) third, to Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds in accordance with instructions provided by the United States after consultation with Nevada; and (iv) fourth, to the Superfund; provided however, that the remaining balance of any local, state or federal appropriation to, or any grant, loan or donation that has been transferred by any entity to a segregated account within the Nevada Trust that is established for those funds shall be distributed pursuant to the terms of any such appropriation, grant, loan, or donation, and may not be transferred pursuant to clauses (ii)-(iv) of this Subsection.

2.4.4 Annually, beginning with the first year after the Effective Date, the Nevada Trustee shall provide the Lead Agency and the Non-Lead Agency with an update of anticipated future Administrative Costs of the Nevada Trust. In the fourth year after the Effective Date and every year thereafter, the Lead Agency and the Non-Lead Agency may thereafter instruct in writing after consultation with the Nevada Trustee that any conservatively projected surplus funding in the Nevada Trust Administrative Account be transferred to the Nevada Trust Environmental Cost Account established under the Agreement and the Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (i)-(iv) in the immediately preceding Subsection. The Lead Agency and the Non-Lead Agency may also instruct in writing after consultation with the Nevada Trustee that, if there is an anticipated shortfall in the Nevada Trust Administrative Account based on anticipated future Administrative Costs of the Nevada Trust, funds from the Nevada Trust Environmental Cost Account may be transferred to the Nevada Trust Administrative Account.

2.5 Investment and Safekeeping of Nevada Trust Assets

2.5.1 The Nevada Trust Assets, until sold as provided herein and in the Settlement Agreement, shall be held in trust and segregated. All interest earned in a Nevada Trust Account shall be retained in the respective Nevada Trust Account and used only for the same purposes as the principal in that account as provided in the Agreement and the Settlement Agreement, subject to any reallocation approved by the Lead Agency or Non-Lead Agency in accordance with the terms of the Agreement and the Settlement Agreement. The Nevada Trustee shall be under no liability for interest or producing income on any monies received by the Nevada Trust hereunder and held for distribution or payment as provided in the Agreement, except as such interest shall actually be received by the Nevada Trust. Investments of any monies held by the Nevada Trust shall be administered in a manner consistent with the standards and requirements applicable to

a trustee in connection with a Chapter 7 liquidation; provided, however, that the right and power of the Nevada Trust to invest the Nevada Trust Assets, the Nevada Trust Proceeds, or any income earned by the Nevada Trust, shall be limited to the right and power to invest such assets (pending periodic distributions in accordance with Article III hereof) in demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured, or other liquid investments, such as Treasury bills; and provided further, that the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional types of investments as permitted by the State of Nevada, with the concurrence of the DOJ, and these additional types of investments shall be specifically detailed in writing including a directive that the Nevada Trust is authorized to make such additional types of investments, in each case, such investments that a liquidating trust, within the meaning of Treasury Regulation section 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise (although the Parties acknowledge and agree that the Nevada Trust is properly characterized for federal tax purposes as a qualified settlement fund within the meaning of Section 1.468B-1 of the Treasury Regulations, and not as a liquidating trust under Section 301.7701-4(d) of the Treasury Regulations).

2.5.2 The Nevada Trustee is expressly prohibited from holding any or all of the Nevada Trust Assets in a common, commingled or collective trust fund with the assets of any other entity.

2.5.3 Nothing in this Section shall be construed as authorizing the Nevada Trustee to cause the Nevada Trust to carry on any business or to divide the gains therefrom, including without limitation, the business of an investment company, a company "controlled" by an "investment company," required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.5 is to authorize the investment of the funds in the Nevada Trust Accounts or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the Nevada Trust.

2.5.4 The Nevada Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Beneficiary so long as such written direction is not inconsistent with the Agreement and the Settlement Agreement.

2.6 Insurance Policy to Cover Future Response Actions

Only at the direction of the United States and Nevada, shall the Nevada Trustee investigate the possible purchase of an insurance policy to cover future Environmental Actions at the Henderson Property. If, and only if, the United States and Nevada both direct the Nevada Trustee in writing to purchase such insurance, shall the Nevada Trustee use Nevada Trust Assets to purchase such insurance. In addition, the Nevada Trustee shall obtain general liability policy insurance as appropriate through the administrative expense budget process under Section 3.2.1 of this Agreement.

2.7 Access and Deed Restrictions

The Nevada Trustee shall provide the United States and Nevada and their representatives and contractors access to the Henderson Property at all reasonable times for the purposes of conducting Environmental Actions at or near the Henderson Property. The Nevada Trustee shall implement any institutional controls or deed restrictions requested by the United States and Nevada or required under applicable Environmental Laws with respect to the Henderson Property. The Nevada Trustee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by the United States and Nevada for restrictions on use of the Henderson Property in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to the Henderson Property prior to the Effective Date of the Settlement Agreement shall survive the Settlement Agreement. The Nevada Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to the Henderson Property.

2.8 Accounting

The Nevada Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Nevada Trust, and the assets and liabilities of the Nevada Trust in such detail and for such period of time as may be necessary to enable the Nevada Trustee to make full and proper accounting in respect thereof in accordance with Article VI below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or by the Settlement Agreement, the Nevada Trustee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the Nevada Trust, or as a condition for making any payment or distribution out of the Nevada Trust Assets. In addition, the Nevada Trustee shall have no accounting obligation once an account has no funds and a final accounting, for that account, has been made by the Nevada Trustee. Beneficiaries shall have the right upon fourteen (14) days prior written notice delivered to the Nevada Trustee to inspect such books and records.

2.9 Termination

Consistent with the terms of the Settlement Agreement, the Nevada Trustee shall not unduly prolong the duration of the Nevada Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims against Nevada Trust Assets and to effect the distribution of Nevada Trust Assets and other receipts relating thereto to the Beneficiaries and the others who receive distributions hereunder in accordance with the terms hereof, and to terminate the Nevada Trust as soon as practicable consistent with the Agreement and the Settlement Agreement.

2.10 Property Disposition

2.10.1 The Nevada Trustee may, at any time, seek the approval of the Lead Agency and the Non-Lead Agency for the sale or lease or other disposition of all or part of the BMI/Landwell Assets or the Henderson Property, subject to any existing lease(s) then in effect by its terms. Subject to the approval of the Lead Agency and the Non-Lead Agency, the Nevada Trustee may propose a sale, lease, or disposition of all or part of the Henderson Property that includes funding from, or the retention of some

portion of liability by, the Nevada Trust Environmental Cost Account and/or the Nevada Trust Administrative Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition of the Henderson Property under this Section, any net proceeds from the sale or lease or other disposition shall be paid to the Nevada Trust Environmental Cost Account and/or the Nevada Trust Administrative Account in a proportion approved by the Lead Agency and the Non-Lead Agency in writing. The disposition of the BMI/Landwell Assets shall be effectuated consistent with the above procedure and Section 2.1.2. Neither the United States nor the State of Nevada shall be required to accept an ownership interest in the BMI/Landwell Assets or the Henderson Property or any part thereof upon termination of the Nevada Trust.

2.10.2 The Parties agree that the rule against perpetuities does not apply to the Nevada Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Nevada Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Nevada Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the Nevada Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Nevada Trust shall automatically terminate as to such Property upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Nevada Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant Property or Properties as to which the Nevada Trust is terminated shall be transferred outright and free of trust to or at the direction of the United States in consultation with any of the States in which the relevant Property or Properties are located, provided, however, that the disposition of all relevant Property or Properties shall be governed by applicable state and federal law, or by agreement of the Nevada Trustee, the United States, and the applicable State, or by order of the Court, and further provided that neither the United States or any State will be required to accept an ownership interest in the relevant Property or Properties as to which the Nevada Trust is terminated.

2.11 Document Disposition.

In the event of a termination of the Nevada Trust, the Nevada Trustee shall provide to the Lead Agency, the Non-Lead Agency and the Colorado River Authorities reasonable advanced notice to enable such entities an opportunity to prepare and implement a protocol for the preservation of any books, records, reports, or other documents in the custody or control of the Nevada Trustee with respect to the BMI/Landwell Assets or the Henderson Property.

ARTICLE III
WORK AND DISTRIBUTIONS

3.1 Nevada Trust Accounts

The Nevada Trustee shall establish, maintain and hold trust accounts in accordance with the Settlement Agreement and Section 2.1 of the Agreement, to administer the Nevada Trust Assets and distributions therefrom. The Nevada Trustee shall also maintain a dedicated Nevada Trust Administrative Account for administrative funds, which shall be used solely to pay the costs of administering the Nevada Trust as set forth herein.

3.2 Payments by the Nevada Trust

On or before January 30 of each calendar year, the Nevada Trustee shall provide the United States and the Lead Agency with balance statements and proposed budgets as described in Sections 3.2.1 and 3.2.3 of the Agreement. The Nevada Trustee shall not pay any expense that has not been provided for in the applicable budget and approved by the Lead Agency except that claims by a governmental agency shall be paid in accordance with Section 3.2.4 and Paragraph 81(c)-(e) of the Settlement Agreement, except as expressly provided in Sections 3.2.1 and 3.2.3.

3.2.1 Administrative Expenses of the Nevada Trust

Within 90 days following the Effective Date in the first year and thereafter by January 30 of each year, the Nevada Trustee shall submit to the Lead Agency and Non-Lead Agency a balance statement and an annual budget of projected expenditures from the Nevada Trust Administrative Account for administration of the Nevada Trust for review and approval or disapproval by the Lead Agency after consultation with the Non-Lead Agency. If disapproved, such budget shall be revised and resubmitted as expeditiously as possible. No administrative expenses may be incurred or paid by the Nevada Trustee that are inconsistent with the approved budget, unless the Lead Agency, in consultation with the Non-Lead Agency, approves the request of the Nevada Trust for the authority to perform an administrative action, before the budget has been approved, or a revised budget. Each annual budget shall include a future year forecast of administrative expenditures, with annual details for at least the next three years (or such longer period as the United States and Nevada shall reasonably request). The Nevada Trust shall regularly, but not less often than annually, and otherwise upon the reasonable request of the United States or Nevada, provide documentation to the United States and Nevada to substantiate compliance with the applicable approved budget and application of Nevada Trust Assets consistently with the terms of the Agreement and the Settlement Agreement. The approved budget shall be funded by the transfer of the approved amount from Nevada Trust Assets.

3.2.2 Remuneration for Nevada Trustee's Start-Up Fees and Expenses

The Nevada Trustee shall be entitled to remuneration from the Nevada Trust Administrative Account of up to \$750,000 for its reasonable fees and expenses in connection with the formation of the Nevada Trust prior to the Effective Date. Where the Nevada Trustee, the United States, and the State of Nevada agree that the Nevada Trustee

accrued pre-Effective Date fees and expenses in furtherance of activities that post-Effective Date would constitute Environmental Actions, those pre-Effective Date fees and expenses shall be paid from the Nevada Trust Environmental Cost Account. After the Effective Date, the Nevada Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for approval by the State of Nevada and the United States.

3.2.3 Environmental Expenses of the Nevada Trust

The Nevada Trustee shall prepare balance statements and annual budgets of projected expenditures from the Nevada Trust Environmental Cost Account. The first budget for the remainder of the current calendar year and the next calendar year shall be submitted within ninety (90) days following the Effective Date and annual budgets shall be submitted thereafter on or before each January 30 during the term of the Nevada Trust. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the Nevada Trust Environmental Cost Account after consultation with the Non-Lead Agency. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. No expenses may be incurred or paid by the Nevada Trustee that are inconsistent with an approved budget, unless the Lead Agency after consultation with the Non-Lead Agency approves emergency Environmental Actions or a revised budget; provided, however, that the Nevada Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Further, by January 30 of each year during the term of the Nevada Trust and within nine (9) months after termination of the Nevada Trust, the Nevada Trustee shall prepare and submit to the Beneficiaries an annual report with respect to the Nevada Trust Environmental Cost Account. The annual report shall pertain to the prior calendar year, or if the report is a final report, such period from the most recent annual report to the termination of the Nevada Trust Environmental Cost Account.

3.2.4 Reimbursement of Agencies and Performance of Environmental Action by Trust

The Nevada Trustee shall pay funds from the Nevada Trust Environmental Cost Account to the Lead Agency making a written request for funds for reimbursement within 30 days of such request. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, and (ii) specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Lead Agency with respect to the Henderson Property.

The Nevada Trustee shall also pay funds from the Nevada Trust Environmental Cost Account to the Non-Lead Agency making a written request for funds within 30 days of such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to the Henderson Property. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date

by the Non-Lead Agency with respect to the Henderson Property. At the request of the Non-Lead Agency, such payments to the Non-Lead Agency shall be deposited in the Henderson Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency. Notwithstanding any other provision of this Agreement, the Lead Agency and Non-Lead Agency may agree that the Nevada Trustee shall pay funds to the Henderson Special Account in accordance with the approved budget set forth in Section 3.2.3 above prior to the incurrence of such costs, to the extent deemed reasonably necessary to ensure the timely conduct of such Environmental Actions or oversight. Such funds may only be used for the purposes specified in the approved budget set forth in Section 3.2.3. In the event there are any such funds remaining after the performance of such Environmental Actions or oversight, the Lead Agency and Non-Lead Agency agree that the funds may be retained in the Henderson Special Account for future work in accordance with an approved budget under Section 3.2.3 above. On a quarterly basis, the Non-Lead Agency shall send the Nevada Trust a detailed summary of all payments made from the funds so advanced to determine the outstanding balance of unused funds.

In the case of requests by the Lead Agency to the Nevada Trustee to use the funds from the Nevada Trust Environmental Cost Account to perform Environmental Actions associated with the Henderson Legacy Conditions in accordance with the approved budget set forth in Section 3.2.3 above, the Nevada Trustee shall utilize the funds and interest earned thereon from the Nevada Trust Environmental Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency.

The Nevada Trustee shall seek the approval of the Lead Agency of any contractor hired by the Nevada Trust and any work plans to be undertaken by the Nevada Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. The Nevada Trustee shall require the following minimum insurance coverages, naming the Nevada Trust, Nevada Trustee, Lead Agency and Non-Lead Agency as additional insureds, from each contractor hired by the Nevada Trust, except to the extent the Lead Agency has agreed to waive such requirement and, to the extent such work is to be performed at the Henderson Leased Facility, shall name Tenant as an additional insured under such policies:

(a) Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(b) Automobile Liability

Policy shall cover bodily injury and property damage for any owned, hired, and non-owned vehicles.

Combined Single Limit	\$1,000,000
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(c) Worker's Compensation and Employer's Liability

Workers' Compensation	\$1,000,000
Employers' Liability	\$1,000,000

(d) Professional Liability (Errors and Omissions Liability)

The Policy shall cover professional misconduct or lack of ordinary skill.

Each claim	\$1,000,000
Annual Aggregate	\$5,000,000

The Nevada Trust will name Tenant as an additional insured under any liability insurance policy that it has related to the Henderson Property, to the extent commercially reasonable and does not cause a material increase in the premiums for such insurance coverage or diminish the coverage available to the Nevada Trust in any material respect. However, the coverage shall not include any of the Tenant's operations and Tenant's liability insurance shall be primary and non-contributory to the Nevada Trust's policy.

3.3 Liens by Government

Notwithstanding anything to the contrary in this Article III, the Nevada Trust hereby grants to the Nevada Trustee, the United States, and Nevada a first-priority lien on and security interest in the Nevada Trust Assets, except with respect to any real property, to secure the payment of all amounts owed to or accrued or reserved on account of the Nevada Trust or to be retained by the Nevada Trustee hereunder or otherwise due hereunder and to secure the performance of all Environmental Actions required under the Settlement Agreement. However, only the Nevada Trustee shall have a first-priority lien on and security interest in the Nevada Trust Administrative Account and only the United States and Nevada shall have a first-priority lien on and security interest in the Nevada Trust Environmental Cost Account. The Nevada Trust agrees to take appropriate actions and execute appropriate documents to perfect the Nevada Trustee's, United States', and Nevada's liens and security interest hereunder.

3.4 Manner of Payment

Cash payments made by the Nevada Trust pursuant to the Settlement Agreement and the Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured selected by the Nevada Trustee, or by wire transfer from such a domestic bank, at the option of the Nevada Trustee.

**ARTICLE IV
THE NEVADA TRUSTEE**

4.1 Appointment

4.1.1 Le Petomane XXVII, Inc, not individually but solely in its representative capacity as the Nevada Trustee, is appointed to serve as the Nevada Trustee to administer the Nevada Trust and the Nevada Trust Accounts, in accordance with the Settlement Agreement and the Agreement, and the Nevada Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date of the Agreement. Subject to the provisions of Section 4.1

herein, the term of the Nevada Trustee shall be for ten years, as long as Jay A. Steinberg is the President and sole shareholder and in control of the Nevada Trustee. If Jay A. Steinberg is no longer the President and sole shareholder, then the Beneficiaries shall propose a successor Nevada Trustee for appointment by the Bankruptcy Court in accordance with Section 4.11 of the Agreement. After the expiration of the initial ten year term, the Nevada Trustee may be re-appointed or terminated. Any successor Nevada Trustee shall be proposed by the Beneficiaries and appointed by the Court in accordance with Section 4.11 of the Agreement. If the Nevada Trustee is not reappointed and no successor Nevada Trustee is appointed by the expiration of the Nevada Trustee's term, the Court may reappoint the Nevada Trustee or appoint a successor Nevada Trustee.

4.1.2 After consultation with the United States and Nevada, the Nevada Trust is authorized to obtain the services of an environmental consultant to implement the future Environmental Actions (the "Consultant"). The Consultant shall obtain environmental, general and professional liability insurance in the sum of \$25,000,000 or such lesser amount as agreed to by the Nevada Trust after consultation with the Lead Agency and Non-Lead Agency. The beneficiary of the insurance policies shall be the Nevada Trust and shall cover negligence committed by the Consultant in implementing the future Environmental Actions or any other negligence committed by the Consultant. To the extent that such Environmental Actions are being performed at the Henderson Leased Facility, Tenant shall be named as an additional insured under such policies. The legal relationship of the Consultant to the Nevada Trust and Nevada Trustee is that of an independent contractor professional, not that of an entity employed by the Nevada Trust or the Nevada Trustee. The Consultant shall not be deemed a Nevada Trust Party.

4.2 Generally

The Nevada Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Nevada Trust, the Settlement Agreement and this Agreement and not otherwise. The Nevada Trustee shall have the authority to bind the Nevada Trust, and any successor Nevada Trustee, or successor or assign of the Nevada Trust, but shall for all purposes hereunder be acting in its representative capacity as Nevada Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Nevada Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Nevada Trustee believes in good faith such action or omission is not consistent with the Nevada Trustee's fiduciary duties.

4.3 Powers

In connection with the administration of the Nevada Trust, except as otherwise set forth in the Agreement or the Settlement Agreement, the Nevada Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the Nevada Trust. The powers of the Nevada Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Nevada Trust Assets, withdraw, make distributions and pay taxes and other obligations owed by the Nevada Trust or the Nevada Trust Accounts from funds held by the Nevada Trustee and/or the Nevada Trust (or the Nevada Trust Accounts) in accordance with the Agreement and the Settlement Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions

from the Nevada Trust; (ii) to engage employees and professional Persons to assist the Nevada Trust and/or the Nevada Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Nevada Trust Assets from the Nevada Trust Accounts for the purposes contemplated in and in accordance with the terms of the Agreement and the Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement the Agreement, including to exercise such other powers as may be vested in or assumed by the Nevada Trust and/or the Nevada Trustee pursuant to the Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of the Agreement and the Settlement Agreement. No Person dealing with the Nevada Trust shall be obligated to inquire into the authority of the Nevada Trustee in connection with the protection, conservation or disposition of Nevada Trust Assets. The Nevada Trustee is authorized to execute and deliver all documents on behalf of the Nevada Trust to accomplish the purposes of the Agreement and the Settlement Agreement.

4.4 Other Professionals

After consultation with the United States and Nevada, the Nevada Trust is authorized to retain on behalf of the Nevada Trust and pay such third parties as the Nevada Trustee (in accordance with a budget approved pursuant to Section 3.2 above) may deem necessary or appropriate to assist the Nevada Trustee in carrying out its powers and duties under the Agreement and the Settlement Agreement, including, without limitation, (i) counsel to the Nevada Trust and/or Nevada Trustee, (ii) a public accounting firm to perform such reviews and/or audits of the financial books and records of the Nevada Trust as may be appropriate in the Nevada Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Nevada Trust or the Nevada Trust Accounts as may be required, and (iii) environmental consultants, custodians, security personnel, engineers, surveyors, brokers, contractors, administrative assistants and clerks. The Nevada Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.2.

4.5 Limitation of the Nevada Trustee's Authority

The Nevada Trust and the Nevada Trustee shall not and are not authorized to engage in any trade or business with respect to the Nevada Trust Assets or any proceeds therefrom except as and to the extent the same is deemed in good faith by the Nevada Trustee to be reasonably necessary or proper for the conservation or protection of the Nevada Trust Assets, or the fulfillment of the purposes of the Nevada Trust. The Nevada Trust and the Nevada Trustee shall not take any actions that would cause the Nevada Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6 Reliance by the Nevada Trust Parties

Except as may otherwise be provided herein: (a) the Nevada Trust Parties may rely on, and shall be protected from liability in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Nevada Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance

with the advice thereof; and (c) persons dealing with the Nevada Trust Parties shall look only to the Nevada Trust Assets to satisfy any liability incurred by the Nevada Trust Parties to such person in carrying out the terms of the Agreement or any order of the Court, and the Nevada Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Section 4.9.1.

4.7 Compensation of the Nevada Trustee

The Nevada Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Nevada Trustee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the Nevada Trustee in connection with the Nevada Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the Nevada Trust), postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with an annual budget or fee schedule approved by the Lead Agency after consultation with the Non-Lead Agency. The Nevada Trustee, and employees of the Nevada Trust and the Nevada Trustee, who perform services for the Nevada Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Nevada Trust in accordance with an annual budget or fee schedule approved by the Lead Agency after consultation with the Non-Lead Agency.

The Nevada Trust Assets shall be subject to the claims of the Nevada Trustee, and the Nevada Trustee shall be entitled to reimburse itself out of any available cash in the Nevada Trust Administrative Account, and the Nevada Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the Nevada Trustee shall be paid from the Nevada Trust Assets.

4.8 Liability of Nevada Trust Parties

4.8.1 In no event shall any of the Nevada Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Settlers or any other Nevada Trust Party. The Nevada Trust Parties shall, further, be indemnified and exculpated in accordance with Section 4.9 of the Agreement.

4.8.2 As provided in Sections XVI, XVII, XVIII of the Settlement Agreement, the Nevada Trust Parties are deemed to have resolved any civil liability under CERCLA and State Environmental Laws to the United States and States, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2) or similar state law for matters addressed in the Settlement Agreement. The Nevada Trust Parties shall have the benefits of the covenants not to sue as set forth in Section XVI of the Settlement Agreement, of contribution protection as set forth in Section XVIII of the Settlement Agreement and of the provisions as set forth in Section XVII of the Settlement Agreement.

4.9 Exculpation and Indemnification

The Nevada Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of the Nevada Trust Assets and the discharge of the powers and duties conferred upon the Nevada Trust and/or Trustee by the Settlement Agreement, the Agreement, or any order of court entered pursuant to or in furtherance of the Settlement Agreement, the Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Nevada Trust Party for any claim against Settlor, for making payments in accordance with the Agreement, the Settlement Agreement, or any order of court, for claims or causes of action relating to the ownership of the Nevada Trust Assets or for implementing or non-implementing the provisions of the Agreement, the Settlement Agreement or any order of court. Nothing in this Section, the Agreement, or the Settlement Agreement shall preclude the United States or the State of Nevada from enforcing the terms of the Settlement Agreement or the Agreement against the Nevada Trust Parties.

4.9.1 Exculpation. None of the Nevada Trust Parties shall be personally liable except to the extent the Court, by a final order, not reversed on appeal, finds that it committed fraud or willful misconduct after the Effective Date in relation to such Nevada Trust Parties' duties or actions that are asserted as the basis for liability. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute a breach of the Nevada Trust Parties' fiduciary duties or an act of fraud or willful misconduct. For the avoidance of doubt, the term "approval of the Court" in this Section 4.9.1 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporation, et al., pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement. Any judgment against a Nevada Trust Party and any costs of defense relating to any Nevada Trust Party shall be paid from and limited to funds from the Nevada Trust Environmental Cost Account for the Henderson Property or the Nevada Trust Administrative Account without the Nevada Trust Party having to first pay from its own funds for any personal liability or costs of defense unless a final order of the Court, that is not reversed on appeal, determines that it committed fraud or willful misconduct in relation to the Nevada Trust Party's duties that are asserted as the basis for liability.

4.9.2 Indemnification. The Nevada Trust shall indemnify, defend and hold harmless (without the Nevada Trust Parties having to first pay from their personal funds) the Nevada Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees and expenses) and any other assertion of liability arising out of the ownership of Nevada Trust Assets, the Nevada Trust Parties' negligent action or inaction, or in connection with, the matters contained in the provisions of Section 4.9, to the fullest extent permitted by applicable law, provided that such indemnification shall be limited to funds in the Nevada Trust Environmental Cost Account for the Henderson Property. Without limiting the foregoing, any such judgment against a Nevada Trust Party and any such costs of defense relating to any Nevada Trust Party shall be paid by the Nevada Trust consistent with the terms and conditions of this Section 4.9.2. Notwithstanding the foregoing, to the extent fraud or willful misconduct of any Nevada Trust Party is alleged

and the Court finds, by a final order, not reversed on appeal, that such Nevada Trust Party committed fraud or willful misconduct after the Effective Date in relation to such Nevada Trust Party's duties or actions, that are asserted as the basis for liability, there shall be no indemnification, of that Nevada Trust Party, for any judgments arising from such allegations of fraud or willful misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct or fraud. For the avoidance of doubt, the term "approval of the Court" in this Section 4.9.2 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporation, et al., pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement.

4.10 Termination, Replacement, and Removal of the Nevada Trustee.

4.10.1 Termination

The duties, responsibilities and powers of the Nevada Trustee will terminate on the date the Nevada Trust is dissolved under applicable law in accordance with the Settlement Agreement, or by an order of the Court; provided that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination, dissolution and entry. The Nevada Trustee may resign by giving not less than 120 days prior written notice thereof to the Court, the United States, and Nevada.

4.10.2 Replacement:

The Nevada Trustee may be replaced upon completion of any ten (10) year term; however, this Section and Sections 4.6, 4.8 and 4.9 above shall survive such replacement.

4.10.3 Removal

4.10.3.1 The Nevada Trustee may be removed upon entry of a final order by the Bankruptcy Court, not reversed on appeal, immediately upon notice of appointment of a temporary or permanent successor, finding that the Nevada Trustee committed fraud or willful misconduct after the Effective Date in relation to the Nevada Trustee's duties under the Nevada Trust.

4.10.3.2 The Nevada Trustee may be removed upon entry of a final order by the Bankruptcy Court, not reversed on appeal, finding that the Nevada Trustee (i) in any material respect, as a result of negligence, exacerbates hazardous conditions at the Henderson Property, (ii) is seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Settlement Agreement, or (iii) has violated the provisions of the Agreement or other related

implementation agreements. The United States and Nevada may jointly direct that (A) the Nevada Trustee be replaced in accordance with the Nevada Trust Agreement or (B) all remaining funds and future recoveries in the Nevada Trust be paid to US EPA or to Nevada to be used in accordance with the terms of the Agreement or the Settlement Agreement. In the event the funds are so paid, so long as title to the Henderson Property remains in the name of the Nevada Trust or Nevada Trustee, funds deemed reasonably sufficient by the applicable beneficiaries to cover property taxes and other property management costs to be paid by the Nevada Trust for the Henderson Property shall be left in the Nevada Trust Administrative Account.

4.10.3.3 The provisions of this Section 4.10.3 and Section 4.6, 4.8 and 4.9 above shall survive the removal of the Nevada Trustee or transfer of funds.

4.11 Appointment of Successor Nevada Trustees

Any successor Nevada Trustee shall be proposed by the United States and Nevada and appointed by the Court. Any successor Nevada Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the Nevada Trust records. Thereupon, such successor Nevada Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Nevada Trust with like effect as if originally named herein; provided, however, that a removed or resigning Nevada Trustee shall, nevertheless, when requested in writing by the successor Nevada Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Nevada Trustee under the Nevada Trust all the estates, properties, rights, powers, and trusts of such predecessor Nevada Trustee.

4.12 No Bond

Notwithstanding any state law to the contrary, the Nevada Trustee, including any successor Nevada Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V BENEFICIARIES

5.1 Beneficiaries

Beneficial interests in the Nevada Trust shall be held by each of the Beneficiaries.

5.2 Identification of Beneficiaries

5.2.1 In order to determine the actual names and addresses of the authorized representatives of a Beneficiary, the Nevada Trust and the Nevada Trustee shall be entitled to rely conclusively on the name and address of the authorized

representative for such Beneficiary listed below in Section 5.2.2, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Nevada Trustee in the future by an authorized representative of such Beneficiary.

5.2.2 The Nevada Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Nevada Trustee is required to submit to a Beneficiary under the Settlement Agreement and the Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

As to the United States of America as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

Stephen F. Tyahla, P.E., CHMM
Project Manager, RCRA Correction Action Office
Waste Management Division
U.S. EPA Region IX
75 Hawthorne Street (WSR-5)
San Francisco, CA 94105
Phone: 415-972-3466
Email: tyahla.stephen@epa.gov

As to Nevada as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
Attn: Jim Najima, Chief, Bureau of Corrective Actions
901 S. Stewart Street, Suite 4001
Carson City, NV 89701
Tel.: 775.687.9484
Fax : 775.687.8335
E-mail: jnajima@ndep.nv.gov

NEVADA ATTORNEY GENERAL
Attn: Carolyn E. Tanner, DAG
5420 Kietzke Lane, Suite 202
Reno, NV 89511
Tel.: 775.850.4101
Fax : 775.688.1822
E-mail: ctanner@ag.nv.gov

5.3 Non-Beneficiaries

Upon the Effective Date of the Agreement, except with respect to enforcement of the Henderson Leased Facility, the Settlers and Reorganized Tronox shall have no interests including, without limitation, any reversionary interest, in the Nevada Trust or any Nevada Trust Assets; provided, however, Tronox LLC shall have a leasehold interest in the Henderson Leased Facility as described in further detail in the Settlement Agreement and insurance reimbursement rights as described herein. The State of Nevada and the United States shall be the sole beneficiaries of the Nevada Trust Accounts and the other Nevada Trust Assets. Neither Settlers, Reorganized Tronox, nor Tenant shall have any rights or interest to the Nevada Trust Assets distributed to the Nevada Trust Accounts, nor to any funds remaining in any of the Nevada Trust Accounts upon the completion of any and all final actions and disbursements for any and all final costs with respect to the Henderson Property.

5.4 Transfer of Beneficial Interests

The interest of the Beneficiaries in the Nevada Trust, which are reflected only on the records of the Nevada Trust maintained by the Nevada Trust, are not negotiable and may be transferred only after written notice to the Nevada Trust, by order of the Court or by operation of law. The Nevada Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Nevada Trust, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Nevada Trust. Until a transfer is in fact recorded on the books and records maintained by the Nevada Trust for the purpose of identifying Beneficiaries, the Nevada Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Beneficiaries, as though it has no notice of any such transfer, and in so doing the Nevada Trust and Nevada Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Nevada Trust may not be transferred to the Settlers, Reorganized Tronox, or any Persons related to any of the preceding (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI REPORTING AND TAXES

6.1 Reports

As soon as practicable after the end of each calendar quarter beginning with the quarter ended after assets are first received by the Nevada Trust and ending as soon as practicable upon termination of the Nevada Trust, the Nevada Trust shall submit to the Beneficiaries a written report, including: (a) financial statements of the Nevada Trust at the end of such calendar quarter or period and the receipts and disbursements of the Nevada Trust for such period; and (b) a description of any action taken by the Nevada Trust in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Nevada Trust and of which notice has not previously been given to the Beneficiaries. The Nevada Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the Nevada Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries) hereunder. The Nevada Trust shall also provide the reports or information required by Section 3.2 of the Agreement.

6.2 Other

The Nevada Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Nevada Trust, that are required by any applicable governmental unit.

6.3 Reports in Support of Insurance Claims

The Nevada Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the United States and the State of Nevada and shall provide the United States and the State of Nevada a copy of any such reports and cost analyses.

6.4 Taxes

The Nevada Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Nevada Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Nevada Trustee shall file tax returns and pay applicable taxes with respect to the Nevada Trust in a manner consistent with the provisions of the QSF Regulations. All such taxes shall be paid from the Nevada Trust Assets. Settlers may make an election to treat the Nevada Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1). To the extent the Settlers make such an election, (a) the Nevada Trustee will provide reasonable cooperation to Settlers as needed to facilitate such election, (b) the Nevada Trustee will file any returns or reports required by the QSF Regulations or Treasury Regulation § 1.671-4, and (c) the Nevada Trustee will provide the Settlers, as transferors to the Nevada Trust, with any statements or reports required by the QSF Regulations or Treasury Regulation § 1.671-4, in order to enable the Settlers to calculate their share of the Nevada Trust’s tax obligations and attributes. For the avoidance of doubt, any grantor trust election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under the Settlement Agreement or the Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of the Agreement may be amended or waived by mutual written consent of the Nevada Trust, the United States, and the State of Nevada; provided, however, that no change shall be made to the Agreement that would alter the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the Nevada Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the affected Nevada Trustee, the rights of the Nevada Trustee. Technical amendments to the Agreement may be made as necessary, to clarify the Agreement or enable the Nevada Trustee to effectuate the terms of the Agreement, in a manner consistent with the Settlement Agreement with the mutual consent of the Nevada Trust, the United States, and the State of Nevada.

7.2 Tax Treatment

The Nevada Trust created by the Agreement is intended to be treated as a qualified settlement fund eligible to elect grantor trust classification pursuant to the QSF Regulations for

federal income tax purposes, and to the extent provided by law, the Agreement shall be governed and construed in all respects consistent with such intent.

7.3 Cooperation

7.3.1 The Nevada Trust and Nevada Trustee shall take such actions and execute such documents as are reasonably requested by Settlor with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with the Agreement or the Settlement Agreement. To the extent that Settlor request the Nevada Trust and/or the Nevada Trustee to take such an action, the Nevada Trust and Nevada Trustee shall do so at the sole expense of the Settlor.

7.3.2 Settlor and Reorganized Tronox shall take such actions and execute such documents as are reasonably requested by the Nevada Trust or the Nevada Trustee with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with the Agreement or the Settlement Agreement. To the extent that the Nevada Trust or the Nevada Trustee requests Settlor or Reorganized Tronox to take such an action, Settlor or Reorganized Tronox shall do so at the sole expense of the Nevada Trust.

7.4 Situs of the Nevada Trust

The situs of the Nevada Trust herein established is Nevada, and, except to the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Nevada Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without giving effect to the principles of conflict of law thereof.

7.5 Severability

If any provision of the Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or by commercial overnight mail courier service, addressed to the Person for whom such notice is intended, to the name and address set forth in the case of a Beneficiary in Section 5.2 of the Agreement or such other address provided in writing to the Nevada Trust by an authorized representative of the respective Beneficiary.

7.7 Headings

The section headings contained in the Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of the Agreement or any term or provision hereof.

7.8 Actions Taken on Other Than Business Day

If any payment or act under the Settlement Agreement or the Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of the Agreement, a business day shall be any of the days Monday through Friday excluding national holidays.

7.9 Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of the Agreement shall be interpreted in a manner consistent with the Settlement Agreement. Where the provisions of the Agreement are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail, with the exception of Section 1.1.34, Section 2.5.1, Sections 3.2.1 through 3.2.4 and Article IV in its entirety, in which case the Agreement controls.

7.10 Compliance with Laws

Any and all distributions of Nevada Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11 Preservation of Privilege.

In connection with the rights, claims, and causes of action that constitute the Nevada Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Nevada Trust shall vest in the Nevada Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12 No Recourse to Beneficiaries.

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Nevada Trust, and in no event shall the Nevada Trust or the Nevada Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.

7.13 Uniform Custodial Trust Act.

The Nevada Trust Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT

FOR THE UNITED STATES OF AMERICA

Date: 2/9/11

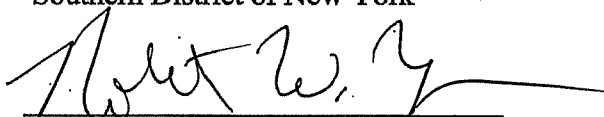


ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 2/11/11

PREET BHARARA
United States Attorney for the
Southern District of New York

By:



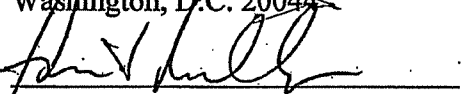
ROBERT WILLIAM YALEN
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Date: 2/10/11



ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

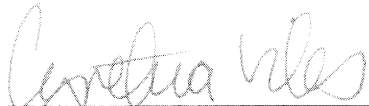
Date: 2/10/11




FREDERICK PHILLIPS, Attorney
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 1/14/11


By: 
CYNTHIA GILES
Assistant Administrator for Enforcement
and Compliance Assurance
U.S. Environmental Protection Agency

Date: 1/14/11

By: 
CRAIG KAUFMAN
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460

FOR TRONOX LUXEMBOURG S.ar.L

Date: _____

By: 

Michael J. Foster
Attorney-in-Fact

FOR TRONOX INCORPORATED

Date: _____

By: 

Michael J. Foster
Vice President, General Counsel & Secretary

FOR CIMARRON CORPORATION

Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR SOUTHWESTERN REFINING COMPANY, INC.

Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRANSWORLD DRILLING COMPANY

Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRIANGLE REFINERIES, INC.

Date: _____


By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S, INC.

Date: _____

By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION

Date: _____

By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S MINERALS RESOURCES CORPORATION

Date: _____

By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S REFINING CORPORATION

Date: _____

By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX LLC

Date: _____

By: 

Michael J. Foster
Manager, Vice President & Secretary

FOR TRONOX FINANCE CORP.


Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX HOLDINGS, INC.

Date: _____

By: 

Michael J. Foster
Director
Vice President & Secretary

FOR TRONOX PIGMENTS (SAVANNAH) INC.

Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX WORLDWIDE LLC

Date: _____

By: 

Michael J. Foster
Manager, Vice President & Secretary

FOR THE STATE OF NEVADA

DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES,
DIVISION OF ENVIRONMENTAL
PROTECTION

Date: 2/11/11

By: 

COLLEEN CRIPPS, PhD.
Administrator

Approved as to form:

CATHERINE CORTEZ MASTO
Attorney General

Date: 2.11.11

By: 

CAROLYN E. TANNER
Deputy Attorney General

FOR THE NEVADA ENVIRONMENTAL RESPONSE TRUST

Date: 2/9/11

Le Petomane XXVII, Inc., not individually but solely in its representative capacity as the Nevada Environmental Response Trust Trustee

By: Jay A. Steinberg, not individually as President and

Jay A. Steinberg, not individually but solely in his representative capacity as President of the Nevada Environmental Response Trust Trustee

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Savannah)

BY AND AMONG

**TRONOX, INC.,
TRONOX LLC,
TRONOX FINANCE CORP.,
TRONOX HOLDINGS, INC.,
TRONOX LUXEMBOURG S.AR.L,
TRONOX PIGMENTS (SAVANNAH), INC.,
TRONOX WORLDWIDE, LLC,
SOUTHWESTERN REFINING COMPANY, INC.,
TRANSWORLD DRILLING COMPANY,
TRIANGLE REFINERIES, INC.,
TRIPLE S, INC.,
TRIPLE S ENVIRONMENTAL MANAGEMENT CORP.,
TRIPLE S MINERALS RESOURCES CORP.,
TRIPLE S REFINING CORP.,
and
CIMARRON CORP.
as Settlers,**

**Greenfield Environmental Savannah Trust LLC
not individually but solely in its representative capacity
as Savannah Trustee,**

AND

**THE UNITED STATES OF AMERICA and
the STATE of GEORGIA
as Beneficiaries**

As of February 14, 2011

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Savannah)

This Environmental Response Trust Agreement (the “Agreement”) is made this 14th day of February, 2011, by and among TRONOX, INC. (“Tronox”) and its wholly owned subsidiaries, TRONOX LLC, TRONOX FINANCE CORP., TRONOX HOLDINGS, INC., TRONOX LUXEMBOURG S.A.R.L, TRONOX PIGMENTS (SAVANNAH), INC., TRONOX WORLDWIDE, LLC, SOUTHWESTERN REFINING COMPANY, INC., TRANSWORLD DRILLING COMPANY, TRIANGLE REFINERIES, INC., TRIPLE S, INC., TRIPLE S ENVIRONMENTAL MANAGEMENT CORP., TRIPLE S MINERALS RESOURCES CORP., TRIPLE S REFINING CORP., and CIMARRON CORP., as debtors and debtors in possession in the Bankruptcy Cases (defined below) (collectively, “Settlors”) and Greenfield Environmental Savannah Trust LLC, not individually but solely in its representative capacity as Savannah Trustee of the Savannah Environmental Response Trust established hereby (the “Savannah Trust”), and the Beneficiaries (defined herein).

RECITALS:

WHEREAS, on January 12, 2009, Settlors filed voluntary petitions for relief in the Bankruptcy Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”), which cases have been jointly administered under Case No. 09-10156 (the “Bankruptcy Cases”);

WHEREAS, the Settlors, the United States and the States have entered into that certain Consent Decree and Environmental Settlement Agreement lodged with the Court on November 23, 2010, and as it may be amended prior to the Effective Date (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement provides for the transfer of the Savannah Facility (defined below) to the Savannah Trust (defined below) to be administered by the Savannah Trustee (defined below) pursuant to this Agreement and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of four additional trusts, the Cimarron Trust, the Nevada Trust, the Multistate Trust, and the West Chicago Trust, the transfer to those trusts of the Cimarron Site, the Henderson Property, the Multistate Owned Sites, and the West Chicago Owned Sites, respectively, and the administration of each of those trusts by the Cimarron Trustee, the Nevada Trustee, the Multistate Trustee, and the West Chicago Trustee, respectively, pursuant to the Environmental Response Trust Agreement for each trust and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of a litigation trust (“Anadarko Litigation Trust”) pursuant to the Litigation Trust Agreement (defined below);

WHEREAS, in accordance with Article VI of the Settlement Agreement, the Savannah Trust is established for the purposes of owning the Savannah Facility, carrying out administrative and property management functions related to the Savannah Facility, managing and/or funding implementation of future Environmental Actions approved by the Lead Agency with respect to

the Savannah Facility, acting as a substituted party under the Savannah Consent Decree, paying certain future oversight costs, operating and/or liquidating the Savannah Acid Business and Gypsum Operations for the benefit of the Savannah Trust Accounts, and ultimately selling, transferring, or otherwise disposing or facilitating the reuse of all or part of the Savannah Trust Assets, if possible, and fulfilling other obligations as set forth in the Settlement Agreement.

WHEREAS, the Savannah Trust is to be funded in the amount set forth in the Settlement Agreement;

WHEREAS, this Agreement and the Settlement Agreement govern the Savannah Trust, which is created pursuant to section 1.468B-1, *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “QSF Regulations”);

WHEREAS, presuming that the Savannah Trust qualifies as a “qualified settlement fund” within the meaning of the QSF Regulations, to the extent permitted by law, the Settlers intend to elect to treat the Savannah Trust as a grantor trust pursuant to QSF Regulations; and

WHEREAS, the Savannah Trust shall be the exclusive holder of the assets described herein for purposes of the Settlement Agreement and this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

The following terms as used in this Agreement shall have the definitions given below:

1.1.1 “Agreement” has the meaning as given in the preamble.

1.1.2 “Anadarko Litigation Trust” shall have the meaning given in the recitals to this Agreement.

1.1.3 “Anadarko Litigation Proceeds” shall mean eighty-eight percent (88%) of the net recovery in the Anadarko Litigation, which net recovery shall be determined by subtracting from the total gross recovery in the Anadarko Litigation (1) all outstanding and anticipated payments to lead counsel of the Anadarko Litigation Trust pursuant to a separate Special Fee Arrangement; (2) all outstanding and anticipated costs and fees of the Anadarko Litigation Trust and Trustee (including but not limited to attorney’s fees and Trustee fees), as set forth in the Anadarko Litigation Trust Agreement; and (3) the amount of the distribution referred to in Paragraph 122 of the Settlement Agreement, as amended by the First Amendment to the Consent Decree and Environmental Settlement Agreement, and which shall be allocated to the Governments and the Environmental Response Trusts pursuant to the Plan of Reorganization and the Settlement Agreement.

1.1.4 “Bankruptcy Cases” shall have the meaning given in the recitals to this Agreement.

1.1.5 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

1.1.6 “Beneficiary” means the United States and the State of Georgia (all references to “Georgia” or the “State of Georgia” are limited to the Georgia Department of Natural Resources, Environmental Protection Division (“GA EPD”)).

1.1.7 “CAA” means the Clean Air Act, U.S.C. §§ 7401-7671(q), as amended.

1.1.8 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.

1.1.9 “Court” means the Bankruptcy Court or, if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matters.

1.1.10 “Effective Date” means the Effective Date as defined in the Settlement Agreement.

1.1.11 “Emergency Environmental Action” shall have the meaning provided in Section 3.2.1.

1.1.12 “Environmental Actions” means any and all environmental activities authorized or required under Environmental Law that occur after the Effective Date and that are related to the Savannah Facility, including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. “Environmental Actions” also include the above environmental activities relating to the migration of hazardous substances emanating from the Savannah Facility. For the avoidance of doubt, “Environmental Actions” shall not include natural resource assessment or restoration.

1.1.13 “Environmental Costs” means the costs and expenses of implementing, managing, and complying with all Environmental Actions, including, without limitation, related Trustee fees and all reasonable consulting and legal fees

associated with such activities, and the costs of payment of certain oversight costs of any Beneficiary with respect to the Savannah Facility.

1.1.14 “Environmental Information” means environmental reports, audits, analyses, records, studies and other documents containing information prepared by or otherwise in the possession, custody, or control of Settlers or their technical consultants that are based on or otherwise reflect information related to environmental activities.

1.1.15 “Environmental Law” means, whenever in effect, all federal, tribal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law; all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act (“AEA”), CERCLA, Clean Water Act (“CWA”), Clean Air Act (“CAA”), Emergency Planning and Community Right-to-Know Act (“EPCRA”), Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), Resource Conservation and Recovery Act (“RCRA”), Safe Drinking Water Act (“SDWA”), Toxic Substances Control Act (“TSCA”), and any tribal, state or local equivalents.

1.1.16 “Funding” shall have the meaning given in Section 2.1.2 hereof.

1.1.17 “Georgia Federal Court” means the District Court for the Southern District of Georgia.

1.1.18 “Gypsum Operations” means the Savannah gypsum operations and all associated gypsum processing equipment.

1.1.19 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.20 “Lead Agency” shall be the GA EPD. GA EPD and US EPA may provide the Savannah Trustee with joint written notice that the Lead Agency for the Savannah Facility has changed.

1.1.21 “Line of Credit Agreement” means the agreement entered into on or before the Effective Date by the Settlers, Reorganized Tronox, and the Savannah Trust-Owned Entity recognizing a \$500,000 line of credit provided to the Savannah Trust-Owned Entity by Reorganized Tronox.

1.1.22 “Litigation Trust Agreement” means the agreement establishing the Anadarko Litigation Trust.

1.1.23 “Maximum Draw” means the maximum draw on the line of credit provided in the Line of Credit Agreement.

1.1.24 “Non-Lead Agency” shall be the US EPA.

1.1.25 “Other Environmental Trusts” means the Cimarron Trust, the Nevada Trust, the Multistate Trust, and the West Chicago Trust.

1.1.26 “Parties” means the Settlers, the Savannah Trustee, and the Beneficiaries.

1.1.27 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.28 “Plan Administrator” means the administrator of any plan of reorganization confirmed by an order of the Bankruptcy Court in the Bankruptcy Cases.

1.1.29 “Plan of Reorganization” shall mean the Plan of Reorganization for the Settlers.

1.1.30 “RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, as amended.

1.1.31 “Real Property Information” shall mean documents in Settlers’ possession related to title, easements and other real property information relating to the Savannah Facility.

1.1.32 “Reorganized Tronox” means Tronox Incorporated, Tronox Worldwide LLC, Tronox LLC, non-Settler foreign subsidiaries of the Settlers and such other Settlers and/or one or more newly organized successors, or any successor thereto, by merger, consolidation or otherwise, on or after the effective date of the Plan of Reorganization.

1.1.33 “Repayment Date” shall have the meaning provided in Section 2.5.5.

1.1.34 “Savannah Acid Business” means all equipment and operations associated with the Savannah Plant.

1.1.35 “Savannah Acid Business Administrative Account” shall have the meaning provided in Section 2.1.6.

1.1.36 “Savannah Acid Business Operations Account” shall have the meaning provided in Section 2.1.6.

1.1.37 “Savannah Consent Decree” means the Consent Decree for the Savannah Facility between the United States and Tronox Pigments (Savannah) Inc., *United States v. Tronox Pigments (Savannah) Inc.*, No. CV 408-259 (S.D. Ga.).

1.1.38 “Savannah Facility” means the right, title, and interest in and to the owned site located in Savannah, Georgia, including the former Titanium Dioxide plants,

the Savannah Plant, the Savannah Acid Business, and the Gypsum Operations in Savannah, Georgia, including, without limitation, all of the fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, or other interests (including without limitation all fixtures, improvements, and equipment located thereon as of the Effective Date) related to the Savannah Facility, Savannah Working Capital, and including all machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible personal property necessary to support the operation of the Savannah Facility.

1.1.39 “Savannah Operating Agreement” shall have the meaning provided in Section 2.4.3.

1.1.40 “Savannah Plant” means the sulfuric acid plant owned by Settlers in Savannah, Georgia.

1.1.41 “Savannah Site” means the site owned by Settlers located in Savannah, Georgia.

1.1.42 “Savannah Trust” means the trust established pursuant to this Agreement.

1.1.43 “Savannah Trust Account” shall have the meaning given in Section 2.1.6 of this Agreement.

1.1.44 “Savannah Trust Administrative Account” means the Savannah Trust Account established to fund the payment of real estate taxes, income taxes (to the extent applicable), insurance, maintenance costs, and other fees, costs, and expenses, including the fees and costs of the Savannah Trustee incurred in connection with the administration of the Savannah Trust, but excluding any expenses incurred in implementing, managing, or performing Environmental Actions.

1.1.45 “Savannah Trust Assets” means (a) those assets and properties, including the Funding, Working Capital, the Savannah Facility, and Transferred Contracts to be transferred to the Savannah Trust pursuant to the Settlement Agreement, and (b) such other assets acquired, earned, or held by the Savannah Trust from time to time pursuant to this Agreement, the Settlement Agreement, or an order of the Court, including, but not limited to, the right to draw on Letters of Credit, Bonds, Surety Instruments, and other Instruments.

1.1.46 “Savannah Trust Environmental Cost Account” shall have the meaning provided in Section 2.1.6.

1.1.47 “Savannah Trust-Owned Entity” shall have the meaning provided in Section 2.4.1.

1.1.48 “Savannah Trust Parties” under this Agreement and the Settlement Agreement means, collectively, the Savannah Trust, any Savannah Trust-Owned Entity, the Savannah Trustee, and the Savannah Trustee’s corporate parent (Greenfield (Environmental Trust Group, Inc.) and the shareholders, officers, directors, managers, members, principals, employees, consultants, agents or other professionals or representatives of or employed by the Savannah Trust-Owned Entity, the Savannah Trust, or the Savannah Trustee; provided however, that any contractors or consultants retained to operate or oversee operation of the Savannah Plant and/or Savannah Acid Business or to perform or oversee Environmental Actions of the Savannah Trust (for the avoidance of doubt, other than the Savannah Trustee and the Savannah Trust-Owned Entity and their respective officers, directors, and employees) shall not be Savannah Trust Parties. For the further avoidance of doubt, to the extent any contractor or consultant is performing human resource or employment management services for the benefit of the Savannah Trust-Owned Entity, that contractor or consultant, and its shareholders, officers, directors, managers, members and principals, shall be included in the definition of Savannah Trust Parties.

1.1.49 “Savannah Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Savannah Trust Assets, including the positive cash flow of the Savannah Acid Business, net of the costs of the Savannah Acid Business including cash necessarily retained for future operations.

1.1.50 “Savannah Trustee” means the trustee of the Savannah Trust.

1.1.51 “Savannah Working Capital” means all accounts receivable, inventory, accounts payable, and other current liabilities as of the Effective Date of the Savannah Acid Business.

1.1.52 “Settlement Agreement” shall have the meaning given in the recitals.

1.1.53 “Settlers” shall have the meaning given in the preamble.

1.1.54 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

1.1.55 “Transferred Contracts” means those contracts and agreements relating to the Savannah Facility listed in Exhibit “A” to this Agreement.

1.1.56 “United States” means the United States of America on behalf of agencies and departments named in the Settlement Agreement.

1.1.57 “US EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

All capitalized terms not defined above shall have the meanings provided in the Settlement Agreement.

ARTICLE II
THE SAVANNAH TRUST

2.1 Creation of and Transfer of Assets to the Savannah Trust

2.1.1 Pursuant to the Settlement Agreement, the Parties hereby establish, on behalf of the Beneficiaries named herein, and Tronox Worldwide LLC hereby transfers, assigns, and delivers to, the Savannah Trust, or to the Savannah Trustee, not individually but solely in its representative capacity as Savannah Trustee, if the law of Georgia prohibits a trust entity from holding such title, on behalf of the Beneficiaries, all of Settlor's right, title and interest in and to the Savannah Trust Assets. Settlor shall retain no ownership or other residual interest whatsoever with respect to the Savannah Trust or the Savannah Facility. The transfer of ownership by Tronox Worldwide LLC of the Savannah Trust Assets shall be a transfer of all of the Settlor's right, title and interests therein, and the transfer (i) shall be as is and where is, with no warranties of any nature; (ii) shall be free and clear of all claims, liens and interests against the Settlor, including liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) shall be subject to any rights of the United States or the State of Georgia under the Settlement Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Attachment C to the Settlement Agreement, and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Settlor and the Savannah Trustee, provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Settlor and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition on the Effective Date. The grantee for each such deed and personal property bill of sale shall be the Savannah Trust by and through Greenfield Environmental Savannah Trust LLC, not individually but solely in its representative capacity as Savannah Trustee, or if the law of Georgia prohibits a trust entity from holding such title, Greenfield Environmental Savannah Trust LLC, not individually but solely in its representative capacity as Savannah Trustee. Settlor and Reorganized Tronox, as applicable, will reasonably cooperate with the Governments and the Savannah Trustee to deliver to the title company (which will cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Settlor shall

pay the recording costs and transfer fees to the title company relating to the title transfers. Settlor shall pay to the applicable tax authorities on or prior to the Effective Date all real property taxes and assessments then due and relating to the Savannah Facility due on or before the Effective Date. Settlor and the Savannah Trust shall prorate the real and personal property taxes accruing to or becoming a lien on the Savannah Facility during the calendar year through the Effective Date, and Settlor shall have paid to the Savannah Trust their pro-rata share of such real and personal property taxes as of the Effective Date. If the actual bills for such real and personal property taxes have not been issued, then such proration shall be based on an amount equal to such real and personal property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the Savannah Trust shall be responsible for paying all real and personal property taxes first coming due following the Effective Date relating to the Savannah Facility. Settlor shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Settlor against the Savannah Facility. Settlor shall pay to the Savannah Trust, not later than 60 days after the Trustee's presentation of same, all liabilities of the Savannah Facility accrued as of the Effective Date other than those current liabilities accounted for by the Savannah Working Capital as defined at Section 2.1.2.2, below. The Savannah Trust hereby accepts and agrees to hold the Savannah Trust Assets in the Savannah Trust for the benefit of the Beneficiaries for the purposes described in Section 2.2 below, subject to the terms of the Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.1.2 Transfer of Funding and Consideration to the Savannah Trustee

2.1.2.1 The Funding. On the Effective Date, the Settlor shall cause to be transferred to or at the direction of the Savannah Trustee cash in the amount of \$7,107,355, which constitutes the "Funding."

2.1.2.2 Savannah Working Capital. On the Effective Date, Settlor shall transfer to the Savannah Trust the Savannah Working Capital. In the event that at the Effective Date, inventory and accounts receivable of the Savannah Acid Business fail to exceed the current liabilities of the Savannah Acid Business by \$2,000,000, Settlor shall make a cash payment to the Savannah Trust in the amount of the difference, which payment shall not be subject to repayment. Trustee shall deposit Savannah Working Capital, including any cash transferred by Settlor, in the Savannah Acid Business Operations Account and Savannah Acid Business Administrative Account to be established pursuant to subsection 2.1.6, below. Settlor shall have no right to any repayment of the cash so transferred.

2.1.2.3 Line of Credit. As of the Effective Date, Reorganized Tronox shall provide to the Savannah Trust (or such

Savannah-Trust Owned Entity as may operate the Savannah Acid Business) a line of credit in the amount of \$500,000, subject to the limitations on draw-down set forth in Section 2.1.4. The Savannah Trustee shall allocate Savannah Working Capital and any draw-down on the Line of Credit amongst the Savannah Acid Business Operations Account and Savannah Acid Business Administrative Account in such manner as the Savannah Trustee deems to be in best interest of the Savannah Acid Business.

2.1.2.4 Insurance. To the extent applicable, Settlers shall transfer all available insurance policies and other rights to reimbursement or contribution for response actions (whether contractual or otherwise) held by the Settlers as of the Effective Date. (The Funding, Savannah Working Capital, Line of Credit and Insurance shall be collectively referred to as the "Funding and Consideration".)

2.1.2.5 Anadarko Litigation Proceeds. The Anadarko Litigation Trust, which shall receive a portion of Settlers' right to receive the Anadarko Litigation Proceeds, shall transfer 1% of the Anadarko Litigation Proceeds to the Savannah Trust Environmental Cost Account pursuant to the terms of the Plan of Reorganization, the Litigation Trust Agreement, and the Settlement Agreement. Additionally, the Savannah Trust shall receive 0.285% of the Anadarko Litigation Proceeds, to be deposited in the Savannah Trust Administrative Account.

2.1.3 Except as otherwise provided in Section 2.1.2.3, above, upon transfer of the Savannah Facility and the Funding and Consideration on the Effective Date, the Settlers shall have no interest in, or with respect to, any Savannah Trust Assets, and neither the Settlers, Reorganized Tronox, nor any successors thereto, shall have any further obligation to provide funding to the Savannah Trust.

2.1.4 Line of Credit Agreement. Settlers, Reorganized Tronox, and the Savannah Trust or the Savannah Trust-Owned Entity shall enter into a Line of Credit Agreement on or before the Effective Date, which agreement must be acceptable in form and substance to the United States, the State of Georgia and Reorganized Tronox. The material terms of the Line of Credit Agreement shall be the following: The Savannah Trust or Savannah Trust-Owned Entity, with the consent of the United States and the State of Georgia, may draw upon this line of credit without need to consult with, or obtain consent from, Reorganized Tronox or any other party but must provide reasonable advanced written notice. The line of credit will be secured by \$500,000.00 of accounts receivable of the Savannah Acid Business and will carry no interest unless required by law to create such line. In such an event, the lowest interest rate required by law will be used. The Maximum Draw shall be reduced as follows: (i) on the Effective Date,

\$500,000.00; (ii) one month after the Effective Date, \$450,000.00; (iii) two months after the Effective Date, \$250,000.00; (iv) three months after the Effective Date: \$125,000.00; (v) four months after the effective date and thereafter: \$0. Reorganized Tronox's security interest in the accounts receivable shall be reduced to the greater of the amount of the Maximum Draw or the amount due and payable at any point in time. The outstanding draw on the line of credit in excess of the Maximum Draw on any given date shall be immediately due and payable. If the Savannah Trust defaults on this obligation, a reasonable rate of interest (to be agreed in the Line of Credit Agreement) on the amount in excess of the Maximum Draw running from the date of such default shall be added to the amount due. Reorganized Tronox, the Savannah Trust, and any other parties to the Line of Credit Agreement reserve the right to enforce the terms of the Line of Credit Agreement.

2.1.5 Savannah Consent Decree. With respect to the Savannah Consent Decree, the United States and Tronox Pigments (Savannah) Inc. will file papers with the Georgia Federal Court to substitute the Savannah Trust for Tronox Pigments (Savannah) Inc. as a party to the Savannah Consent Decree after the Effective Date for all purposes, except for the following limitations:

2.1.5.1 Notwithstanding any contrary provision in the Savannah Consent Decree, the Savannah Trust shall have no obligation under the Savannah Consent Decree in excess of the assets in the Savannah Trust Environmental Cost Account.

2.1.5.2 Notwithstanding any contrary provision in the Savannah Consent Decree, the Savannah Trust shall not be liable for any penalties provided for in the Savannah Consent Decree.

2.1.5.3 Notwithstanding the provisions of this subsection, it shall be a purpose of the Savannah Trust to comply fully with all applicable provisions of the Savannah Consent Decree to the extent funding permits. Notwithstanding any contrary provision in the Savannah Consent Decree, it shall not be deemed a violation of the Savannah Consent Decree for the Savannah Trust to fail to expend funds on a lower priority project (as described in the following sentence), when that failure is reasonable in light of a higher priority project. Highest priority projects are those relating to Site maintenance, including well abandonment, plant ditch system, Deptford Tract, and berm and stormwater maintenance; second priority projects are those related to completion of the Clean Water Act remediation described in Paragraphs 43 to 45 and Appendix B of the Savannah Consent Decree; third priority projects are those related to the RCRA corrective action measures described in Paragraphs 36 to 42 of the Savannah Consent Decree;

fourth priority projects are all other projects. Nothing in this subsection shall affect the budget process, or be construed as a limitation on the Savannah Trust's ability to propose, and the Lead Agency's ability to approve, a budget containing terms inconsistent with the priorities listed above; provided, however, that the protection from a finding of violation of the Savannah Consent Decree contained in this subsection applies only under the circumstances described in the second and third sentences of this subsection.

2.1.5.4 Notwithstanding any contrary provision in the Savannah Consent Decree, the Savannah Trust need not comply with Paragraphs 22 to 35 of the Savannah Consent Decree, relating to the CAA, except insofar as the Savannah Trust should resume operations of a titanium dioxide plant at the Savannah Site.

2.1.5.5 The United States, the State of Georgia, the Savannah Trustee, Debtors, and Reorganized Tronox agree that the request for substitution of the Savannah Trustee as party to the Savannah Consent Decree subject to the limitations described in subsections 2.1.5.1-2.1.5.5 is authorized by Paragraphs 6, 7, 21, and 82 of the Savannah Consent Decree, without the need for further modification of that decree. To the extent that further modification of the Savannah Consent Decree nonetheless proves necessary to effect this substitution, and the limitations thereto, the United States and the Savannah Trustee (and, if necessary under the circumstances, Debtors and Reorganized Tronox), after conferring with the State of Georgia, agree to submit an appropriate request to the Georgia Federal Court for modification of subsections 2.1.5.1-2.1.5.5. Further, if it appears that other modifications to the Savannah Consent Decree may be necessary or appropriate in light of the purpose and funding of the Savannah Trust, the United States, the State of Georgia, and the Savannah Trustee agree (and, if necessary under the circumstances, Debtors and Reorganized Tronox) to negotiate in good faith concerning the terms of any such modifications and the United States and the Savannah Trust (and, if necessary under the circumstances, Debtors and Reorganized Tronox) agree to seek any agreed modifications from the Georgia Federal Court. Notwithstanding the substitution of the Savannah Trust for Tronox Pigments (Savannah) Inc., Tronox Pigments (Savannah) Inc. and its successors shall

be bound by any releases or covenants not to sue contained in the Savannah Consent Decree.

2.1.6 Creation of the Trust Accounts. Upon receipt of the Savannah Facility and the Funding and Consideration, the Savannah Trustee shall create segregated trust accounts within the Savannah Trust including a "Savannah Trust Environmental Cost Account", a "Savannah Trust Administrative Account", a "Savannah Acid Business Operations Account", and a "Savannah Acid Business Administrative Account". The separate accounts are referred to in this Agreement as "Savannah Trust Accounts". The purpose of a Savannah Trust Environmental Cost Account shall be to provide funding for future Environmental Actions and certain future oversight costs of the United States and the State of Georgia with respect to the Savannah Facility. Funding from the Savannah Trust Environmental Cost Account may not be used for any other Site, except as provided in Section 2.4 below. The purpose of the Savannah Acid Business Operations Account and Savannah Acid Business Administrative Accounts shall be to provide funding for the operational costs of the Savannah Acid Business and the costs of administering the Savannah Acid Business, respectively. The purpose of the Savannah Trust Administrative Account shall be to fund the payment of real estate taxes, income taxes (to the extent applicable), insurance, and other Savannah Administrative Costs. The initial funding of the Savannah Trust Accounts shall be as set forth in the Settlement Agreement and at Section 2.1.2.2 of this Agreement. The payments set forth in the Settlement Agreement and this Agreement shall for purposes of the Bankruptcy Cases be accorded the status of expenses of administration. Subject to 2.7, the income and gains from any investment of the Savannah Trust Assets, shall be allocated, paid and credited to such Savannah Trust Account. Notwithstanding the foregoing, revenue generated by the Savannah Acid Business shall be allocated, paid, and credited amongst the Savannah Trust Accounts as deemed appropriate by the Savannah Trustee, with the approval of the Beneficiaries, for the profitable operation of the Savannah Acid Business and the successful performance of Environmental Actions at the Savannah Facility. Upon termination of the Savannah Acid Business, all funds in the Savannah Acid Business Operations Account and the Savannah Acid Business Administrative Account, net of liabilities of the Savannah Acid Business incurred and owing in accordance with budgets approved pursuant to this Agreement, shall be transferred to the Savannah Trust Environmental Cost Account and the Savannah Trust Environmental Administrative Account in such amounts as are approved by Georgia in consultation with US EPA.

2.1.7 Each Savannah Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the Savannah Trustee (each, a "Trust Subaccount") to comply with the terms of, and implement, the Settlement Agreement and this Agreement.

2.1.8 For all federal income tax purposes, the Savannah Trustee and Settlers shall treat the transfer of the Savannah Trust Assets by Tronox Worldwide LLC to the Savannah Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. The Savannah Trustee

shall at all times seek to have the Savannah Trust treated as a “qualified settlement fund” as that term is defined in the QSF Regulations. The Court shall retain continuing jurisdiction over the Savannah Trust and Savannah Trust Accounts sufficient to satisfy the requirements of the QSF Regulations. The Savannah Trustee shall cause taxes, if any, imposed on the earnings of the Savannah Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Savannah Trust under applicable tax laws. The Savannah Trustee shall be the “administrator” of the Savannah Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent the Settlers elect to treat the Savannah Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1), the Savannah Trustee will reasonably cooperate with such election at Tronox’s cost.

2.2 Objective and Purpose

2.2.1 The exclusive purposes and functions of the Savannah Trust are to: (i) own the Savannah Facility; (ii) carry out administrative and property management functions related to the Savannah Facility; (iii) manage and/or fund implementation of future Environmental Actions approved by the Lead Agency with respect to the Savannah Facility; (iv) to act as a substituted party under the Savannah Consent Decree; (v) fulfill other obligations as set forth in the Settlement Agreement, including making distributions in accordance with the terms of this Agreement and the Settlement Agreement; (vi) pay certain future oversight costs; (vii) to operate and/or liquidate the Savannah Acid Business and Gypsum Operations so as to make available to the Savannah Trust Accounts the maximum funding possible (provided that the Savannah Trustee may retain sufficient cash in the Savannah Acid Business so as to ensure the continued viability of future operations); and (viii) ultimately sell, transfer, or otherwise dispose or facilitate the reuse of all or part of the Savannah Trust Assets, if possible, all as provided herein with no objective or authority to engage in any trade or business. As described in (vii) above, in furtherance of the objective and purpose of the Savannah Trust, the Savannah Trustee or a Savannah Trust-Owned Entity may own and/or operate the Savannah Acid Business specifically for the purpose of generating additional funding for Environmental Actions at the Savannah Facility. The performance by the Savannah Trustee of its duties under this Agreement, including but not limited to the operation of the Savannah Acid Business, the operation of the Gypsum Operations, and the sale, lease or other disposition of some or all of the Savannah Trust Assets, shall not be considered to be the Savannah Trustee’s engaging in a trade or business.

2.2.2 The Savannah Trust is established pursuant to this Agreement and the Settlement Agreement and approved by the Bankruptcy Court for the sole purpose of resolving claims asserting environmental liabilities of Settlers with respect to the Savannah Site. The Bankruptcy Court shall retain continuing jurisdiction over the Savannah Trust. The Savannah Trust satisfies all the requirements of, and is intended by the Parties to be classified as, a qualified settlement fund pursuant to the QSF Regulations.

2.3 Holder of Savannah Trust Assets

The Savannah Trust shall be the exclusive holder of the Savannah Trust Assets and Savannah Trust Accounts described herein for purposes of 31 U.S.C. § 3713(b).

2.4 Savannah Plant Operations

2.4.1 Savannah Trust-Owned Entity. In furtherance of the purposes of the Savannah Trust, the Savannah Trustee shall determine whether the creation of a limited liability company or similar entity in which the Savannah Trust is at least an 80% owner (“Savannah Trust-Owned Entity”) is necessary to safeguard the Savannah Trust Accounts and the Savannah Trust Assets other than the Savannah Acid Business. If created, the Savannah Trust-Owned Entity shall own and/or operate, as appropriate, the Savannah Acid Business for the benefit of the Savannah Trust in the Trust’s performance of required Environmental Actions at the Savannah Facility. Any liabilities of the Savannah Trust-Owned Entity shall be satisfied only by assets of the Savannah Trust-Owned Entity, and creditors of the Savannah Trust-Owned Entity shall look only to the assets of the Savannah Trust-Owned Entity for satisfaction of any liabilities thereof. For avoidance of doubt, under no circumstances may any creditor of the Savannah Trust-Owned Entity look to the Savannah Trust Administrative Account or Savannah Trust Environmental Cost Account for satisfaction of any liabilities of the Savannah Trust-Owned Entity. The creation of any Savannah Trust-Owned Entity shall be permitted only with approval of the Lead and Non-Lead Agencies.

2.4.1.1 Nothing herein shall require the Savannah Trust-Owned Entity, or its members, shareholders, or any contract operator or consultant to take or assume any liability for any Environmental Action with respect to the remediation of any preexisting contamination. Notwithstanding the foregoing, nothing in this Section shall affect any obligation or liability of the Savannah Trust-Owned Entity, its members, shareholders, or any contract operator or consultant may have by law or agreement with respect to (i) any new contamination resulting from the Savannah Plant and/or Savannah Acid Business after the Effective Date; or (ii) any exacerbation of preexisting contamination, to the extent of exacerbation only. Additionally, in the event that new contamination from the Savannah Plant and/or Savannah Acid Business or any exacerbation of preexisting contamination cannot be distinguished from preexisting contamination or commingles with preexisting contamination to create an indivisible harm, then nothing herein shall affect any obligation or liability of the Savannah Trust-Owned Entity, its members, shareholders, or any contract operator or consultant may have for Environmental Actions required to remediate such indistinguishable contamination or indivisible harm.

2.4.1.2 The protections from liability provided by the Settlement Agreement to the Savannah Trust-Owned Entity and its members, shareholders, or any Person contracting with the Savannah Trust-Owned Entity to operate or provide consulting services with respect to the Savannah Plant and/or Savannah Acid Business shall not apply to any act, omission, condition, status, or potential liability relating to the Savannah Site arising or occurring after any sale or transfer of the Savannah Plant and/or Savannah Acid Business ownership or operation to any entity that is not a Savannah Trust-Owned Entity. In the event that, by virtue of a reduction of the Savannah Trust's ownership interest in an entity, an entity that once qualified as a Savannah Trust-Owned Entity ceases thereafter to so qualify, such protections from liability shall not apply to any act, omission, condition, status, or potential liability relating to the Savannah Site arising or occurring after the date when the entity ceases to qualify as a Savannah Trust-Owned Entity.

2.4.2 Savannah Acid Business Cash Flow. The Savannah Trustee shall, at the close of each calendar quarter beginning with the close of the first full quarter after the Effective Date, transfer the positive cash flow of the Savannah Acid Business, net of the costs of the Savannah Acid Business (including, without limitation, reasonable payments to any contract operator of or consultant to the Savannah Plant and/or Savannah Acid Business or pro rata sharing of profits with any equity investor in the Savannah Trust-Owned Entity, as applicable), and net of cash necessarily retained for future operations as determined by the Savannah Trustee, to the Savannah Trust Accounts to fund the performance of required Environmental Actions at the Savannah Facility, with such funds to be allocated between the Savannah Trust Environmental Cost Account and the Savannah Trust Administrative Account in a proportion to be approved in writing by the Lead and Non-Lead Agencies.

2.4.3 Savannah Operating Agreement. The Savannah Trustee shall enter into an operating and/or management consulting agreement ("Savannah Operating Agreement") that shall govern any operations of the Savannah Plant and/or the Savannah Acid Business. The Savannah Operating Agreement shall be subject to the approval of the Lead and the Non-Lead Agencies. The Savannah Operating Agreement shall provide that any operator of the Savannah Plant and/or Savannah Acid Business, including each of its members, shareholders, and any contract operator of and/or consultant to the Savannah Plant and/or Savannah Acid Business, shall: (i) exercise due care at the Savannah Facility with respect to preexisting contamination by preventing or limiting human exposure to the preexisting contamination, provided that the parties to the Settlement Agreement agree that the exercise of due care shall not include any Environmental Action required to remediate the preexisting contamination; and (ii) comply with all applicable federal, state, and local laws and regulations with respect to its

operations or activities at the Savannah Plant and/or the Savannah Acid Business after the Effective Date.

2.5 Management of Savannah Trust Assets

2.5.1 Consistent with this Agreement and the Settlement Agreement, the Savannah Trustee shall use the Savannah Trust Environmental Cost Account to fund future Environmental Actions and certain future oversight costs with respect to the Savannah Facility. The Savannah Trustee shall use the Savannah Trust Administrative Account to fund the Administrative Costs of the Savannah Trust. The Savannah Trustee shall not spend any funds from the Savannah Trust except in accordance with budgets approved by the Lead Agency and consistent with this Agreement and the Settlement Agreement.

2.5.2 The Savannah Trustee may enter into a consent decree, consent order, or similar administrative agreement with the United States and/or the State of Georgia and may perform work pursuant to Unilateral Administrative Orders issued by US EPA, to facilitate implementation of this Section with respect to the Savannah Facility to the extent of available funding for the Savannah Facility.

2.5.3 After the United States and Georgia have confirmed to the Savannah Trustee that all final actions have been completed, and all final costs have been disbursed for the Savannah Facility, any funds remaining in the Savannah Trust Accounts shall be transferred in the following order: (i) first, in accordance with instructions provided by the United States Department of Justice in writing after consultation with the State of Georgia, to the Multistate Trust Environmental Cost Accounts, to the Nevada Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost Accounts, or any of the Cimarron Trust Environmental Cost Accounts if there are Environmental Actions to be performed and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (ii) second, to Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds; and (iii) third, to the Superfund.

2.5.4 Annually, beginning with the first year after the Effective Date, the Savannah Trustee shall provide the United States and Georgia with an update of anticipated future Administrative Costs of the Savannah Trust. The United States Department of Justice may thereafter instruct in writing after consultation with the State of Georgia and the Savannah Trustee that any conservatively projected surplus funding in the Savannah Trust Administrative Account be transferred to the Savannah Trust Environmental Cost Account established under this Agreement if there are remaining actions to be performed and with a need for additional trust funding, or, to the extent there are no such remaining actions, as described in clauses (i) – (iii) in Section 2.5.3. The Lead Agency and the Non-Lead Agency may also instruct in writing after

consultation with the Savannah Trustee that, if there is an anticipated shortfall in the Savannah Trust Administrative Account based on anticipated future Administrative Costs of the Savannah Trust, funds from the Savannah Trust Environmental Cost Account may be transferred to the Savannah Trust Administrative Account.

2.5.5 During the six months beginning on the Effective Date, the Savannah Trustee may, with the consent, in writing, of the United States and the State of Georgia, make one or more transfers of up to a total of \$2,000,000.00 from the Savannah Trust Administrative Account to serve as start-up working capital for the Savannah Acid Business. The Savannah Trustee shall only transfer such funds to the extent that it concludes (a) the Savannah Working Capital and the funds available under the Line of Credit Agreement are insufficient to operate the Savannah Acid Business; (b) such transfer is necessary to allow for the ongoing operations of the Savannah Acid Business; and (c) such transfer is in the best interests of the long-term remediation of the Savannah Facility. Unless the United States and the State of Georgia otherwise agree, in writing, the Savannah Trust shall return such funds to the Savannah Trust Administrative Account from positive cash flows (in addition to cash necessarily retained for future operations) generated from the Savannah Acid Business no later than a date six months after the last transfer authorized by the first sentence of this subparagraph (the "Repayment Date"). To the extent such cash flows are insufficient to allow the Savannah Trust to return the entire amount of such funds by the Repayment Date, the funds shall be returned to the extent that cash flows allow by the Repayment Date and the remainder of such funds shall be returned as soon thereafter as additional cash flows become available.

2.6 Work Performed and Disbursements by the Savannah Trust

Payments from the Savannah Trust shall be made as provided in accordance with Subparagraphs 39(b)-(e) of the Settlement Agreement.

2.7 Investment and Safekeeping of Savannah Trust Assets

2.7.1 The Savannah Trust Assets, until sold as provided herein and in the Settlement Agreement, shall be held in trust and segregated. All interest and other amounts earned in a Savannah Trust Account shall be retained in the respective Savannah Trust Account and used only for the same purposes as the principal in that account as provided in this Agreement and the Settlement Agreement, subject to any reallocation approved by the Governments in accordance with the terms of this Agreement and the Settlement Agreement. The Savannah Trustee shall have no liability for interest or producing income on any moneys received by the Savannah Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest or amounts shall actually be received by the Savannah Trust. Except as allowed by this Section 2.7.1, investments of any moneys held by the Savannah Trust shall be administered in a manner consistent with the standards and requirements applicable to a trustee in connection with a Chapter 7 liquidation, and further, with the purpose of deriving a reasonable income, from the money pending periodic distributions in accordance with Article III hereof, taking into account the need for the safety and liquidity of principal required by the purposes of the Savannah Trust, and not of speculating or carrying on of any business for

profit or derivation of gains therefrom. However, the right and power of the Savannah Trust to invest and reinvest the Savannah Trust Assets, the Savannah Trust Proceeds, or any income earned by the Savannah Trust, shall be limited to the right and power to invest such assets (pending periodic distributions in accordance with Article III hereof) in the following investment vehicles, provided that at least 75% (and, at the Savannah Trustee's discretion, up to 100%) of the funds in each Savannah Trust Account shall, at any given time, be invested in categories (1) and/or (2):

- (1) marketable obligations issued by the United States of America or an agency thereof;
- (2) certificates of deposit with a domestic office of any national or state bank or trust company organized under the laws of the United States of America or any state therein and having capital, surplus, and undivided profits of at least \$750,000,000 or in such institutions not meeting this specified capital requirement to the extent that the deposits are federally insured;
- (3) no-load mutual funds;
- (4) a diversified portfolio of equities traded on a recognized national exchange that meet the standards for publicly listed companies;
- (5) a diversified portfolio of bonds. The overall average rating of the portfolio shall have a rating of Double A or better, with no individual bond rated below A, exclusive of any bond insurance;
- (6) money market funds; or
- (7) any other investment vehicle approved in writing by US DOJ and Georgia EPD.

The Savannah Trustee shall consult initially and from time to time with the Beneficiaries regarding the nature and allocation of investments in the Savannah Trust Accounts. The Beneficiaries expressly agree that the Savannah Trustee shall have satisfied applicable standards and requirements and any duty to diversify by investing the Savannah Trust Assets in categories (1), (2), and/or (5) above.

2.7.2 The Savannah Trustee is expressly prohibited from commingling Savannah Trust Accounts, provided that funds in separate Savannah Trust Accounts may be commonly managed, may be invested in common instruments, and may be aggregated with other funds for investment purposes so long as they remain accounted for separately. Funds provided for administrative expenses can be held in one or more separate accounts.

2.7.3 Nothing in this Section shall be construed as authorizing the Savannah Trustee to cause the Savannah Trust to carry on any business or to divide the gains therefrom, including without limitation, the business of an investment company, a company "controlled" by an "investment company," required to register as such under

the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.7 is to authorize the investment of the funds in the Savannah Trust Accounts or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the Savannah Trust.

2.7.4 The Savannah Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Beneficiary so long as such written direction is not inconsistent with this Agreement and the Settlement Agreement.

2.8 Insurance Policy to Cover Future Response Actions

The Savannah Trustee may investigate the possible purchase of an insurance policy to cover the cost of future Environmental Actions at the Savannah Facility only at the direction of the United States and the State of Georgia. If, and only if, the United States and the State of Georgia unanimously direct the Savannah Trustee in writing to purchase such insurance shall the Savannah Trustee use Savannah Trust Assets to purchase such insurance. Costs associated with all other insurance coverage shall be subject to the approval of the GA EPD only.

2.9 Access and Deed Restrictions

The Savannah Trustee shall provide the United States and the State of Georgia and their representatives and contractors access to all portions of the Savannah Facility that the Savannah Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Savannah Facility. The Savannah Trustee shall implement any institutional controls or deed restrictions requested by GA EPD or US EPA with respect to any portion of the Savannah Facility. The Savannah Trustee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by the United States or the State of Georgia for restrictions on use of the Savannah Facility in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to the Savannah Facility prior to the Effective Date of the Settlement Agreement shall survive the Settlement Agreement. The Savannah Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to the Savannah Facility; however, nothing herein shall create any personal liability for the Savannah Trustee's failure to abide by any institutional controls of which the Savannah Trustee is unaware.

2.10 Accounting

The Savannah Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Savannah Trust, and the assets and liabilities of the Savannah Trust in such detail and for such period of time as may be necessary to enable the Savannah Trustee to make full and proper accounting in respect thereof in accordance with Article VI below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or by the Settlement

Agreement, the Savannah Trustee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the Savannah Trust, or as a condition for making any payment or distribution out of the Savannah Trust Assets. Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the Savannah Trustee to inspect such books and records.

2.11 Termination

Consistent with the terms of the Settlement Agreement, the Savannah Trustee shall not unduly prolong the duration of the Savannah Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims against Savannah Trust Assets and to effect the distribution of Savannah Trust Assets and other receipts relating thereto to the Beneficiaries and the others who receive distributions hereunder in accordance with the terms hereof, and to terminate the Savannah Trust as soon as practicable consistent with this Agreement and the Settlement Agreement.

2.12 Property Disposition

2.12.1 The United States or the State of Georgia may at any time propose in writing to take ownership of the Savannah Facility or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by US EPA and GA EPD after consultation with the Savannah Trustee. However, neither the United States nor Georgia shall be required to accept an ownership interest in the Savannah Facility or any part thereof upon termination of the Savannah Trust. Subject to the approval of the US EPA and GA EPD, to the extent otherwise consistent with this Agreement and the Settlement Agreement,, the Savannah Trustee may propose a sale, lease, or disposition of the Savannah Facility that includes funding from, or the retention of some portion of liability by, the Savannah Trust Environmental Cost Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. Any lease shall contain customary provisions relating to indemnity by a tenant with respect to the operation of the tenant at the leased property following the Effective Date. In the event of any approved sale or lease or other disposition under this subsection, any net proceeds from the sale or lease or other disposition shall be paid to the Savannah Trust Environmental Cost Account and/or the Savannah Trust Administrative Account (subject to Section 2.5.3 hereof) in a proportion approved by US EPA and GA EPD in writing.

2.12.2 The parties agree that the rule against perpetuities does not apply to the Savannah Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Savannah Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the State of Georgia sets a maximum duration for interests in real property located in Georgia held in trust under a rule against perpetuities or a rule governing or limiting vesting,

accumulations, the suspension of alienation, or the like, that for the Savannah Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Savannah Trust shall automatically terminate as to such Property upon the expiration of the maximum period authorized pursuant to the laws of Georgia. If the Savannah Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant Property or Properties as to which the Savannah Trust is terminated shall be transferred outright and free of trust to or at the direction of the State of Georgia in consultation with the United States, provided, however, that the disposition of all relevant Property or Properties shall be governed by applicable state and federal law, or by agreement of the Savannah Trustee, the United States, and the State, or by order of the Court, and further provided that neither the United States or Georgia will be required to accept an ownership interest in the relevant Property or Properties as to which the Savannah Trust is terminated.

ARTICLE III WORK AND DISTRIBUTIONS

3.1 Savannah Trust Accounts

The Savannah Trustee shall establish, maintain and hold trust accounts consistent with the Settlement Agreement and Section 2.1 of this Agreement, to administer the Savannah Trust Assets and distributions therefrom. The Savannah Trustee shall also maintain a dedicated Savannah Trust Administrative Account for administrative funds, which shall be used solely to pay the costs of administering the Savannah Trust as set forth herein.

3.2 Payments by the Savannah Trust

On January 1 of each calendar year, the Savannah Trustee shall provide the United States and the Lead Agency with balance statements and proposed budgets as described in Sections 3.2.2 and 3.2.4 of this Agreement. The Savannah Trustee shall not pay any expense that has not been provided for in an approved budget, an approved revised budget, or approved revised line item for an approved budget (except as provided in Section 3.2.1).

3.2.1 Emergency Funding

In the event of an emergency at the Savannah Facility requiring the performance of an Environmental Action within hours or days of the Savannah Trustee first receiving notice of the emergency, if the emergency does not permit sufficient time to amend the annual budget, the Savannah Trustee may utilize funding from the Savannah Trust Environmental Cost Account to undertake Environmental Actions necessary to respond to the emergency (the "Emergency Environmental Action"). If an Emergency Environmental Action is performed by US EPA or GA EPD, the Savannah Trustee may reimburse the US EPA or GA EPD for such Emergency Environmental Action from the Savannah Trust Environmental Cost Account. Nothing in this

subsection shall preclude the payment or reimbursement of the Emergency Environmental Action through the annual budget or budget revision process.

3.2.2 Administrative Expenses of the Savannah Trust

Within 90 days of the Effective Date in the first year and thereafter by January 1 of each year, the Savannah Trustee shall provide GA EPD and US EPA with an annual budget for administration of the Savannah Trust, including a separate budget for administration of the Savannah Acid Business and the Gypsum Operations. The administrative budget shall be subject to the review and approval or disapproval by the United States and the State of Georgia. If disapproved, such budgets shall be revised and resubmitted as expeditiously as possible. No administrative expenses may be incurred or paid by the Savannah Trustee that are inconsistent with the approved budgets, unless the United States and State of Georgia approve a revised budget or a revised line item for an approved budget, provided, however, that the Savannah Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Each annual budget shall include a forecast of administrative expenditures for the first calendar quarter of the following year (or such longer period at the United States and the State of Georgia shall reasonably request). The Savannah Trust shall regularly, but not less often than annually, and otherwise upon the reasonable request of the United States or Georgia, provide documentation to the United States and Georgia to substantiate compliance with the applicable approved budgets and application of Savannah Trust Assets consistently with the terms of this Agreement and the Settlement Agreement. The approved budgets shall be funded by the transfer of the approved amount from Savannah Trust Assets, except that the Savannah Acid Business Operations Account and Administrative Account budgets shall be funded only by the Savannah Working Capital and the revenues of the Savannah Acid Business and the Gypsum Operations.

3.2.3 Remuneration for Savannah Trustee's Start-Up Fees and Expenses

The Savannah Trustee shall be entitled to remuneration from the Savannah Trust Administrative Account for its reasonable fees and expenses prior to the Effective Date in connection with the Settlement Agreement, this Agreement, and planning and creation of the Savannah Trust, such remuneration not to exceed \$290,000. Where the Savannah Trustee, United States, and the State of Georgia agree that Savannah Trustee accrued pre-Effective Date fees and expenses in furtherance of activities that post-Effective Date would constitute Environmental Action at the Savannah Facility, those pre-Effective Date fees and expenses shall be paid from the Savannah Trust Environmental Cost Account. Within 30 days after the Effective Date, the Savannah Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for approval by Georgia and the United States.

3.2.4 Environmental and Acid Business Expenses of the Savannah Trust

The Savannah Trustee shall prepare balance statements and annual budgets of projected expenditures from the Savannah Trust Environmental Cost Account

and the Savannah Acid Business Operations Account. The first budget for the remainder of the current calendar year shall be prepared within ninety (90) days following the Effective Date and annual budgets shall be prepared thereafter on or before each January 1 of the subject calendar year during the term of the Savannah Trust. The State of Georgia shall have the authority to approve or disapprove the proposed budget or revised budget or revised line item of an approved budget for the Savannah Trust Environmental Cost Account and the Savannah Acid Business Operations Account after consultation with US EPA, if the US EPA has requested such consultation. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. Except as provided in Section 3.2.1 and the last sentence of Section 3.2.5, no expenses may be incurred or paid by the Savannah Trustee that are inconsistent with an approved budget or an approved revised line item for an approved budget, unless the State of Georgia, after consultation with US EPA, approves a revised budget; provided, however, that the Savannah Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Further, by March 1 of each year during the term of the Savannah Trust (excluding only the year in which the Effective Date occurs) and within nine (9) months after termination of the Savannah Trust, the Savannah Trustee shall prepare and submit to the Beneficiaries an annual report with respect to the Savannah Trust Environmental Cost Account and the Savannah Acid Business Operations Account. The annual report shall pertain to the prior calendar year, or if the report is a final report, such period from the most recent annual report to the termination of the Savannah Trust Environmental Cost Accounts and/or Savannah Acid Business Operations Account.

3.2.5 Reimbursement of Agencies and Performance of Environmental Actions by Savannah Trust

The Savannah Trustee shall pay funds from the Savannah Trust Environmental Cost Account to the Lead Agency making a written request for funds for reimbursement within 30 days of such request. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.4 above; and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Lead Agency with respect to the Savannah Facility.

The Savannah Trustee shall also pay funds from the Savannah Trust Environmental Cost Account to the Non-Lead Agency making a written request for funds within 30 days of such request where the Lead Agency has requested the assistance of the Non-Lead Agency. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.4 above; and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to the Savannah Facility.

In the case of requests by the Lead Agency to the Savannah Trustee to use the funds from the Savannah Trust Environmental Cost Account to perform Environmental Actions in accordance with the approved budget set forth in Section 3.2.4

above, the Savannah Trustee shall utilize the funds and interest earned thereon from the Savannah Trust Environmental Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency. The Savannah Trustee shall seek the approval of the Lead Agency of any contractor hired by the Savannah Trustee and any work plans to be undertaken by the Savannah Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. The Savannah Trustee shall require general liability insurance deemed appropriate by the Trustee and Georgia EPD, in consultation with the United States, naming the Lead and Non-Lead Agencies as additional insureds, from each contractor hired to perform work. The legal relationship of each contractor to the Savannah Trust and Savannah Trustee is that of an independent contractor professional, not that of an entity employed by the Savannah Trust or the Savannah Trustee. Each contractor shall not be deemed a Savannah Trust Party. Pending approval of the initial annual budget, the Savannah Trust may enter into contracts or incur expenditures to continue ongoing Environmental Action and maintain Savannah Facility security, provided that such costs are in the Savannah Trust's proposed budget and have not been disapproved by the Lead Agency in writing.

3.3 Liens by Government

Notwithstanding anything to the contrary in this Article III, the Savannah Trust hereby grants to the Savannah Trustee and the United States a first-priority lien on and security interest in the Savannah Trust Assets, except with respect to any real property, and grants to Georgia a first priority lien on and security interest in the Savannah Trust Assets, including all real property, to secure the payment of all amounts now or hereafter required to fund Environmental Actions and Savannah Trustee costs, fees, and expenses, including, without limitation, amounts owed to, accrued or reserved on account of the Savannah Trust or to be retained by the Savannah Trustee hereunder or otherwise due hereunder. However, only the Savannah Trustee shall have a first-priority lien on and security interest in the Savannah Trust Administrative Account and only the United States and the State of Georgia shall have a first-priority lien on and security interest in the Savannah Trust Environmental Cost Account, the Savannah Acid Business Administrative Account, and the Savannah Acid Business Operations Account. The Savannah Trust agrees to take appropriate actions and execute appropriate documents to perfect the Savannah Trustee's, United States', and the State of Georgia's liens and security interest hereunder. Reasonable costs and fees associated with the perfection of the Savannah Trustee's lien shall be paid from the Savannah Trust Administrative Account. Reasonable costs and fees associated with the perfection of the United States' and the State of Georgia's liens shall be paid from the Savannah Trust Environmental Cost Account.

3.4 Manner of Payment

Cash payments made by the Savannah Trust pursuant to the Settlement Agreement and this Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured selected by the Savannah Trustee, or by wire transfer from such a domestic bank, at the option of the Savannah Trustee.

3.5 Unclaimed Distributions

In the event that funds remain in the Savannah Trust at its termination, the amounts remaining shall be transferred, as directed by the United States Department of Justice in writing, in consultation with all affected States, to first, (i) the Nevada Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts, any of the Multistate Trust Environmental Cost Accounts, or any of the Cimarron Trust Environmental Cost Accounts if there are Environmental Actions to be performed and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions, second (ii) Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds; or third (iii) the Superfund.

ARTICLE IV THE SAVANNAH TRUSTEE

4.1 Appointment

4.1.1 Greenfield Environmental Savannah Trust LLC, not individually but solely in its representative capacity as Savannah Trustee, is appointed to serve as the Savannah Trustee to administer the Savannah Trust and the Savannah Trust Accounts, in accordance with the Settlement Agreement and this Agreement, and the Savannah Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date of this Agreement. Subject to the provisions of Section 4.9.3 herein, the term of the Savannah Trustee shall be for one year, such term to be subject to extension or renewal upon the agreement of Trustee and GA EPD, in consultation with the United States. If no successor Trustee has been appointed at the expiration of any one year term of the Savannah Trustee, then the Savannah Trustee will continue to serve until a successor Savannah Trustee is appointed. Any successor Savannah Trustee shall be proposed by the Beneficiaries and appointed by the Bankruptcy Court in accordance with Section 4.11 of this Agreement. If the Savannah Trustee is not reappointed and no successor Savannah Trustee is appointed within 120 days of the expiration of the Savannah Trustee's term, then the Trustee or either Beneficiary may request that the Court reappoint the Savannah Trustee or appoint a successor Savannah Trustee.

4.1.2 Not later than 180 days after the Effective Date, and after consultation with the United States and the State of Georgia, the Savannah Trust shall obtain the services of one or more environmental consultants (as distinct from environmental contractors) to implement the future Environmental Actions (the "Consultant(s)"). The Consultant(s) shall obtain environmental, general and professional liability insurance deemed appropriate by the Trustee and Georgia EPD after consultation with the United States. The beneficiary of the insurance policies shall be the Savannah Trust, and the policies shall cover negligence committed by the Consultant(s) in implementing the future Environmental Actions or any other negligence committed by the Consultant(s). The legal relationship of the Consultant(s) to the Savannah Trust and

Savannah Trustee is that of an independent contractor professional, not that of an entity employed by the Savannah Trust or the Savannah Trustee. The Consultant(s) shall not be deemed a Savannah Trust Party.

4.2 Generally

The Savannah Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Savannah Trust and the Settlement Agreement and not otherwise. The Savannah Trustee shall have the authority to bind the Savannah Trust, and any successor Savannah Trustee, or successor or assign of the Savannah Trust, but shall for all purposes hereunder be acting in its representative capacity as Savannah Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Savannah Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Savannah Trustee believes in good faith such action or omission is not consistent with the Savannah Trustee's fiduciary duties. The Savannah Trustee shall not be deemed to have breached its fiduciary duties in connection with any act or omission that is consistent with written directions received from the Court. The Savannah Trustee shall have no obligations to perform any activities for which the Savannah Trust Account lacks sufficient funds.

4.3 Powers

In connection with the administration of the Savannah Trust, except as otherwise set forth in this Agreement or the Settlement Agreement, the Savannah Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the Savannah Trust. The powers of the Savannah Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Savannah Trust Assets, including, but not limited to, the Savannah Acid Business and the Gypsum Operations, withdraw, make distributions and pay taxes, if applicable or required, and other obligations owed by the Savannah Trust or the Savannah Trust Accounts from funds held by the Savannah Trustee and/or the Savannah Trust (or the Savannah Trust Accounts) in accordance with the Settlement Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Savannah Trust, if applicable; (ii) to engage employees and professional persons to assist the Savannah Trust and/or the Savannah Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Savannah Trust Assets from the Savannah Trust Accounts for the purposes contemplated in this Agreement and the Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including to exercise such other powers as may be vested in or assumed by the Savannah Trust and/or the Savannah Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement and the Settlement Agreement. No Person dealing with the Savannah Trust shall be obligated to inquire into the authority of the Savannah Trustee in connection with the protection, conservation or disposition of Savannah Trust Assets.

The Savannah Trustee is authorized to execute and deliver all documents on behalf of the Savannah Trust to accomplish the purposes of this Agreement and the Settlement Agreement.

4.4 Other Professionals

After consultation with the United States and Georgia, the Savannah Trust is authorized to retain on behalf of the Savannah Trust and pay such third parties as the Savannah Trustee (in accordance with a budget approved pursuant to Section 3.2 above) may deem necessary or appropriate to assist the Savannah Trustee in carrying out its powers and duties under this Agreement and the Settlement Agreement, including, without limitation: (i) legal counsel to the Savannah Trust and/or Savannah Trustee; (ii) one or more public accounting firms to perform such bookkeeping functions, reviews and/or audits of the financial books and records of the Savannah Trust as may be appropriate in the Savannah Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Savannah Trust or the Savannah Trust Accounts as may be required; and (iii) environmental consultants, investment advisors, custodians, security personnel, engineers, surveyors, brokers, contractors, clerks, and other third parties. The Savannah Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with budgets approved as provided in Section 3.2. Fees due to an investment advisor that are expressed as a percentage of the assets under management or return on investment need not be included in a budget, provided that the United States and the State of Georgia approve of the investment advisor and the stated percentage.

4.5 Limitation of the Savannah Trustee's Authority

The Savannah Trust and the Savannah Trustee shall not and are not authorized to engage in any trade or business with respect to the Savannah Trust Assets or any proceeds therefrom except as and to the extent the same is deemed in good faith by the Savannah Trustee to be reasonably necessary or proper for the conservation or protection of the Savannah Trust Assets, or the fulfillment of the purposes of the Savannah Trust. For the avoidance of doubt, the Savannah Trust and/or the Savannah Trustee may operate, or arrange for the operation of, the Savannah Plant and/or Savannah Acid Business, as contemplated by Section 2.2.1, above, and doing so shall not constitute engaging in a trade or business. The Savannah Trust and the Savannah Trustee shall not take any actions that would cause the Savannah Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6 Reliance by the Trust Parties

Except as may otherwise be provided herein: (a) the Savannah Trust Parties may rely conclusively on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, or other electronic or paper document believed by them to be genuine and to have been signed or

presented by the proper party or parties; (b) the Savannah Trust Parties may, on behalf of the Savannah Trust or on their own behalf in their capacity as Savannah Trust Parties, consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons dealing with the Savannah Trust Parties shall look only to the Savannah Trust Assets that may be available to them consistent with this Agreement and the Settlement Agreement to satisfy any liability incurred by the Savannah Trust Parties to such person in carrying out the terms of this Agreement, the Settlement Agreement, or any order of the Court, and the Savannah Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Section 4.8.3.

4.7 Compensation of the Savannah Trustee

The Savannah Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Savannah Trustee for the actual reasonable out-of-pocket fees, costs, and expenses to the extent incurred by the Savannah Trustee in connection with the Savannah Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the Savannah Trust), professional fees, postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with an annual budget or fee schedule approved by the Beneficiaries. The Savannah Trustee and employees of the Savannah Trust and the Savannah Trustee, and the corporate parent of the Savannah Trustee, who perform services for the Savannah Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Savannah Trust in accordance with an annual budget or fee schedule approved by the Beneficiaries. All requests for compensation shall be set forth in quarterly billings to be reviewed and approved by Georgia EPD and US EPA prior to payment. The Savannah Trust Assets shall be subject to the claims of the Savannah Trustee, and the Savannah Trustee shall be entitled to reimburse itself out of any available cash in the Savannah Trust Administrative Account, or, as appropriate, the Savannah Acid Business Administrative Account, or, for services performed in furtherance of Environmental Actions at the Savannah Facility, out of available funds in the Savannah Trust Environmental Cost Account, and the Savannah Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the Savannah Trustee shall be paid from the Savannah Trust Assets.

4.8 Liability of Savannah Trust Parties

4.8.1 In no event shall any of the Savannah Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Settlers or any other Savannah Trust Party. The Savannah Trust Parties shall, further, be indemnified and exculpated in accordance with Section 4.9 of this Agreement. The Savannah Trustee shall not be deemed in breach of its duties or responsibilities on account of the insufficiency of funds. Funding from a Savannah Trust Account may not be used except as otherwise expressly provided by and in accordance with this Agreement and the Settlement Agreement. Funding from the Savannah Trust

Environmental Cost Account for the Savannah Facility may only be used for the Savannah Facility, except as otherwise expressly provided by and in accordance with this Agreement and the Settlement Agreement.

4.8.2 As provided in Sections XVI, XVII, XVIII of the Settlement Agreement, the Savannah Trust Parties are deemed to have resolved their civil liability under CERCLA, RCRA and State Environmental Laws to the United States and Georgia, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2) or similar state law for matters addressed in the Settlement Agreement. The Savannah Trust Parties shall have the benefits of the covenants not to sue as set forth in Section XVI of the Settlement Agreement, of contribution protection as set forth in Section XVIII of the Settlement Agreement and of the provisions as set forth in Section XVII of the Settlement Agreement. Nothing in this Agreement is intended to, or should be construed as, in any way limiting the covenants, protections, and immunities conferred on the Savannah Trust Parties pursuant to the Settlement Agreement and other applicable law.

4.8.3 No provision of this Agreement or the Settlement Agreement shall require the Savannah Trustee to expend or risk its own personal funds or otherwise incur any personal financial liability in the performance of any of its duties or the exercise of any of its authorities as Savannah Trustee hereunder. Notwithstanding the foregoing, the Savannah Trustee shall satisfy from its own funds any liability imposed by a court of competent jurisdiction on account of Savannah Trustee's fraud or willful misconduct.

4.8.4 Notwithstanding any other provision in this Agreement, Reorganized Tronox and the other parties to the Line of Credit Agreement set forth in Subparagraph 28(c) to the Settlement Agreement reserve all rights to enforce the Line of Credit Agreement.

4.9 Exculpation and Indemnification

4.9.1 Exculpation. None of the Savannah Trust Parties shall be personally liable for any claim, cause of action, or other assertion of liability arising out of or in relation to the discharge of the powers and duties conferred upon the Savannah Trust and/or Trustee by the Settlement Agreement or this Agreement unless the Court, by a final order that is not reversed on appeal, finds that it committed fraud or willful misconduct after the Effective Date in relation to those powers or duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute an act of fraud or willful misconduct. For the avoidance of doubt, the term "approval of the Court" in this Section 4.9.1 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporation, et al., pursuant to Chapter 11 of the Bankruptcy Code ("Confirmation Order"), any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement. Nothing in this Agreement shall be construed to exculpate the Savannah Trust Parties from any liability resulting from any act or omission constituting fraud, willful misconduct, or criminal conduct. Any judgment

against a Savannah Trust Party and any costs of defense relating to any Savannah Trust Party shall be paid from and limited to funds from the Savannah Trust Environmental Cost Account and the Savannah Trust Administrative Account, except that if the judgment results from a cause of action relating to the operations of the Savannah Acid Business, it shall be paid from and limited to funds from the Savannah Acid Business Operations Account, or the Savannah Acid Business Administrative Account, without the Savannah Trust Party having to first pay from its own funds for any personal liability or costs of defense unless a final order of the Court, that is not reversed on appeal, determines that it committed fraud or willful misconduct in relation to the Savannah Trust Party's duties.

4.9.2 The Savannah Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership or operation of the Savannah Trust Assets and the discharge of the powers and duties conferred upon the Savannah Trust and/or Savannah Trustee by the Settlement Agreement, this Agreement, or any order of court entered pursuant to or in furtherance of the Settlement Agreement, this Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or causes of action against any Savannah Trust Party for any claim against Settlers, for making payments in accordance with this Agreement, the Settlement Agreement or any order of court, or for implementing the provisions of this Agreement, the Settlement Agreement or any order of court. Nothing in this Section, this Agreement, or the Settlement Agreement shall preclude the United States or the State of Georgia from enforcing the terms of the Settlement Agreement or this Agreement against the Savannah Trust Parties.

4.9.3 Indemnification. The Savannah Trust shall indemnify, defend and hold harmless (without the Savannah Trust Parties having to first pay from their personal funds) the Savannah Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) and any other assertion of liability arising out of or in relation to the discharge of the powers and duties conferred upon the Savannah Trust and/or Trustee by the Settlement Agreement or this Agreement, to the fullest extent permitted by applicable law, provided that such indemnification, and any related recovery, shall be limited to funds in the Savannah Trust Environmental Cost Account and the Savannah Trust Administrative Account, except that if the judgment results from a cause of action relating to the operations of the Savannah Acid Business, it shall be paid from and limited to funds from the Savannah Acid Business Operations Account, or the Savannah Acid Business Administrative Account. Without limiting the foregoing, any such judgment against a Savannah Trust Party and any such costs of defense relating to any Savannah Trust Party shall be paid by the Savannah Trust consistent with the terms and conditions of this Section. Notwithstanding the foregoing, to the extent fraud or willful misconduct of any Savannah Trust Party is alleged and the Court finds, by a final order, that such Savannah Trust Party committed fraud or willful misconduct after the Effective Date in relation to the Savannah Trustee's duties, there shall be no indemnification, of that Savannah Trust Party, for any judgments arising from such allegations of fraud or willful

misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct or fraud. For the avoidance of doubt, the term “approval of the Court” in this Section 4.9.3 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporation, et al., pursuant to Chapter 11 of the Bankruptcy Code (“Confirmation Order”), any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement.

4.10 Termination, Replacement, and Removal of the Savannah Trustee.

4.10.1 Termination

The duties, responsibilities and powers of the Savannah Trustee will terminate on the date the Savannah Trust is dissolved under applicable law in accordance with the Settlement Agreement, or by an order of the Court; provided that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination, dissolution and entry. Consistent with the provisions of Section 4.1.1 regarding appointment of a successor trustee, the Savannah Trustee may resign by giving not less than 120 days prior written notice thereof to the Court, the United States, and Georgia, provided that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such resignation.

4.10.2 Replacement

The Savannah Trustee may be replaced upon completion of any term; provided, however, that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such replacement.

4.10.3 Removal

The Savannah Trustee may be removed or the Savannah Trust Assets may be transferred to the US EPA and/or the State of Georgia upon:

- (1) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that the Savannah Trustee committed fraud or willful misconduct after the Effective Date in relation to the Savannah Trustee’s duties under the Savannah Trust; or
- (2) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the Savannah Trustee in any material respect, as a result of negligence, exacerbates hazardous conditions at the Savannah Facility, (ii) is seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Settlement Agreement, or (iii) has violated the provisions of this Agreement or other related implementation agreements. In the event of the occurrence of 2(i), 2(ii) or 2(iii), the United States and

Georgia may jointly direct that (i) the Savannah Trustee be replaced in accordance with this Agreement or (ii) all remaining funds and future recoveries in the Savannah Trust be paid to US EPA or to GA EPD to be used in accordance with the terms of this Agreement or the Settlement Agreement. In the event the funds are so paid, so long as title to the Savannah Facility remains in the name of the Savannah Trust or Savannah Trustee, funds deemed reasonably sufficient by the Beneficiaries to cover property taxes and other property management costs to be paid by the Savannah Trust for the Savannah Facility shall be left in the Savannah Trust Administrative Account.

- (3) The provisions of this Section and Section 4.6, 4.8 and 4.9 above shall survive the removal of the Savannah Trustee or transfer of funds.

4.11 Appointment of Successor Savannah Trustees

Any successor Savannah Trustee shall be proposed by the United States and the State of Georgia and appointed by the Court. Any successor Savannah Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the Savannah Trust records. Thereupon, such successor Savannah Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Savannah Trust with like effect as if originally named herein; provided, however, that a removed or resigning Savannah Trustee shall, nevertheless, when requested in writing by the successor Savannah Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Savannah Trustee under the Savannah Trust all the estates, properties, rights, powers, and trusts of such predecessor Savannah Trustee.

4.12 No Bond

Notwithstanding any state law to the contrary, the Savannah Trustee, including any successor Savannah Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V BENEFICIARIES

5.1 Beneficiaries

Beneficial interests in the Savannah Trust shall be held by each of the Beneficiaries.

5.2 Identification of Beneficiaries

5.2.1 In order to determine the actual names and addresses of the authorized representatives of a Beneficiary, the Savannah Trust and the Savannah Trustee shall be entitled to rely conclusively on the name and address of the authorized

representative for such Beneficiary listed below in Section 5.2.2, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Savannah Trustee in the future by an authorized representative of such Beneficiary.

5.2.2 The Savannah Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Savannah Trustee is required to submit to a Beneficiary under the Settlement Agreement and this Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

As to the United States of America as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Telephone: (202) 514-5271
Facsimile: (202) 514-4180
File Ref. No. 90-11-3-09688

Robert William Yalen
Assistant United States Attorney
Office of the United States Attorney
for the Southern District of New York
86 Chambers Street, Third Floor
New York, NY 10007
Telephone: (212) 637-2722
Facsimile: (212) 637-2686
E-mail: robert.yalen@usdoj.gov

As to Georgia as beneficiary:

Jim Brown
Program Manager
Hazardous Waste Corrective Action Program
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive SE, Suite 1154
Atlanta, GA 30334-9000
Telephone: (404) 656-7802
E-mail: Jim.Brown@dnr.state.ga.us

5.3 Non-Beneficiaries

Upon the Effective Date of this Agreement, the Settlers shall have no interests including, without limitation, any reversionary interest, in the Savannah Trust or any Savannah Trust Assets. The State of Georgia and the United States shall be the sole beneficiaries of the Savannah Trust Accounts. Neither Settlers nor Reorganized Tronox shall have any rights to or interest in the Savannah Trust Assets distributed to the Savannah Trust Accounts, nor to any funds remaining in any of the Savannah Trust Accounts upon the completion of any and all final actions and disbursements for any and all final costs with respect to the Savannah Facility.

5.4 Transfer of Beneficial Interests

The interest of the Beneficiaries in the Savannah Trust, which is reflected only on the records of the Savannah Trust maintained by the Savannah Trust, is not negotiable and may be transferred only after written notice to the Savannah Trust, by order of the Court or by operation of law. The Savannah Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Savannah Trust, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Savannah Trust. Until a transfer is in fact recorded on the books and records maintained by the Savannah Trust for the purpose of identifying Beneficiaries, the Savannah Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Beneficiaries, as though it has no notice of any such transfer, and in so doing the Savannah Trust and Savannah Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Savannah Trust may not be transferred to the Settlers, Reorganized Tronox, or any Persons related to any of the preceding (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI REPORTING AND TAXES

6.1 Reports

As soon as practicable after the end of each calendar quarter beginning with the quarter ended after assets are first received by the Savannah Trust and ending as soon as practicable upon termination of the Savannah Trust, the Savannah Trust shall submit to the Beneficiaries a written report, including: (a) financial statements of the Savannah Trust at the end of such calendar quarter or period and the receipts and disbursements of the Savannah Trust for such period; and (b) a description of any action taken by the Savannah Trust in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Savannah Trust and of which notice has not previously been given to the Beneficiaries. The Savannah Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the Savannah Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries)

hereunder. The Savannah Trust shall also provide the reports or information required by Section 3.2 of this Agreement.

6.2 Other

The Savannah Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Savannah Trust, that are required by any applicable governmental unit.

6.3 Reports in Support of Insurance Claims

The Savannah Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the United States and the State of Georgia and shall provide the United States and the State of Georgia a copy of any such reports and cost analyses.

6.4 Taxes

The Savannah Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Savannah Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Savannah Trustee shall file tax returns and pay applicable taxes, if any, with respect to the Savannah Trust in a manner consistent with the provisions of the QSF Regulations. All such taxes shall be paid from the Savannah Trust Assets. Settlers may make an election to treat the Savannah Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1). To the extent the Settlers make such an election, (a) the Savannah Trustee will provide reasonable cooperation to Settlers as needed to facilitate such election, (b) the Savannah Trustee will file any returns or reports required by the QSF Regulations or Treasury Regulation § 1.671-4, and (c) the Savannah Trustee will provide the Settlers, as transferors to the Savannah Trust, with any statements or reports required by the QSF Regulations or Treasury Regulation section 1.671-4, in order to enable the Settlers to calculate their share of the Savannah Trust’s tax obligations and attributes. For the avoidance of doubt, any grantor trust election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under the Settlement Agreement or this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the Savannah Trust, the United States, and the State of Georgia; provided, however, that no change shall be made to this Agreement that would alter the provisions

of Section 7.2 hereof or adversely affect the federal income tax status of the Savannah Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the affected Savannah Trustee (including any predecessor Savannah Trustee), the rights of the Savannah Trustee. Technical amendments to this Agreement may be made as necessary, to clarify this Agreement or enable the Savannah Trustee to effectuate the terms of this Agreement, or perform its intended duties in a manner consistent with the Settlement Agreement with the mutual consent of the Savannah Trust, the United States, and the State of Georgia.

7.2 Tax Treatment

The Savannah Trust created by this Agreement is intended to be treated as a qualified settlement fund eligible to elect grantor trust classification pursuant to the QSF Regulations for federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent.

7.3 Cooperation

Settlors and Reorganized Tronox represent that they have provided, or have provided access to, all relevant documents and other information in their possession, and otherwise have complied, and will continue to comply, post-Effective Date, with the provisions governing transfers of Real Property Information and Environmental Information set forth at Section XIX of the Settlement Agreement.

The Savannah Trust and Savannah Trustee shall take such actions and execute such documents as are reasonably requested by Settlers with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Agreement or the Settlement Agreement and would not derogate from the liability protections or immunities accorded to the Savannah Trustee in this Agreement or the Settlement Agreement. To the extent that Settlor requests the Savannah Trust and/or the Savannah Trustee to take such an action, the Savannah Trust and Savannah Trustee shall do so at the sole expense of the Settlor and Settlers agree to separately fund and pay such expense(s).

7.4 Situs of the Savannah Trust

The situs of the Savannah Trust herein established is Georgia, and, except to the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Savannah Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without giving effect to the principles of conflict of law thereof. The Bankruptcy Court shall retain jurisdiction over matters arising under or in connection with this Savannah Trust Agreement.

7.5 Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to

any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if sent by reliable overnight delivery service, or if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended, to the name and address set forth in the case of a Beneficiary in Section 5.2 of this Agreement or such other address provided in writing to the Savannah Trust by an authorized representative of the respective Beneficiary.

7.7 Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.8 Actions Taken on Other Than Business Day

If any payment or act under the Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this Agreement, a business day shall be any of the days Monday through Friday excluding federally recognized holidays.

7.9 Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail, with the exception of Article IV, Section 1.1.48, and Section 1.1.51, in which case this Agreement controls.

7.10 Compliance with Laws

Any and all distributions of Savannah Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11 Preservation of Privilege.

In connection with the rights, claims, and causes of action that constitute the Savannah Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Savannah Trust shall vest in the Savannah Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12 No Recourse to Beneficiaries.

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Savannah Trust, and in no event shall the Savannah Trust or the Savannah Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.


7.13 Uniform Custodial Trust Act.

The Savannah Trust Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT

FOR THE UNITED STATES OF AMERICA


Date: 2/9/11


ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044


Date: 2/11/11

PREET BHARARA
United States Attorney for the
Southern District of New York

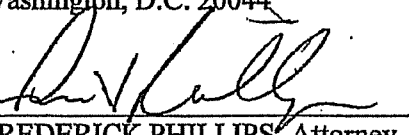
By:


ROBERT WILLIAM YALEN
TOMOKO ONOZAWA
JOSEPH A. PANTOJA
Assistant United States Attorneys
86 Chambers Street
New York, New York 10007
Tel: (212) 637-2722
Fax: (212) 637-2686

Date: 2/10/11


ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 2/10/11

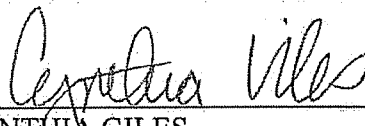

FREDERICK PHILLIPS, Attorney
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date:

1/14/11

By:



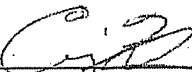
CYNTHIA GILES

Assistant Administrator for Enforcement
and Compliance Assurance
U.S. Environmental Protection Agency

Date:

1/14/11

By:



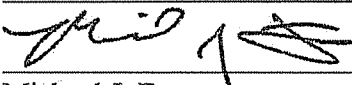
CRAIG KAUFMAN

Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460

In re: Tronox, Inc., et al., Case No. 09-10156 (ALG)

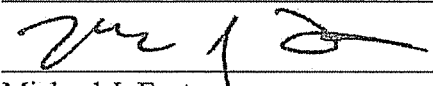
FOR TRONOX LUXEMBOURG S.ar.L

Date: _____

By: 
Michael J. Foster
Attorney-in-Fact

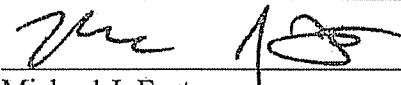
FOR TRONOX INCORPORATED

Date: _____

By: 
Michael J. Foster
Vice President, General Counsel & Secretary

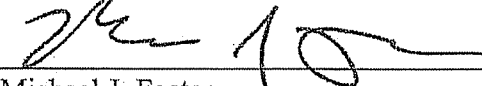
FOR CIMARRON CORPORATION

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

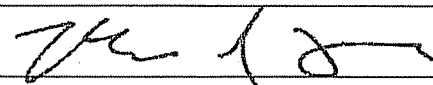
FOR SOUTHWESTERN REFINING COMPANY, INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRANSWORLD DRILLING COMPANY

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRIANGLE REFINERIES, INC.

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S, INC.

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S MINERALS RESOURCES CORPORATION

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S REFINING CORPORATION

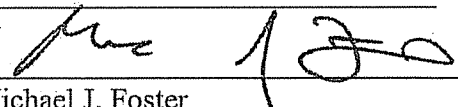
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By: _____

Michael J. Foster
Director, Vice President & Secretary

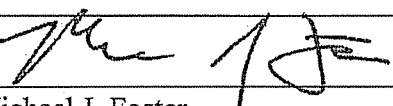
FOR TRONOX LLC

Date: _____

By: 
Michael J. Foster
Manager, Vice President & Secretary

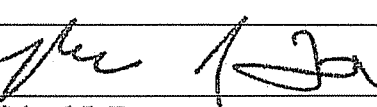
FOR TRONOX FINANCE CORP.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

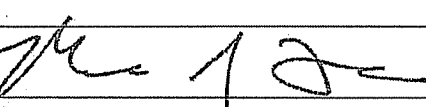
FOR TRONOX HOLDINGS, INC.

Date: _____

By: 
Michael J. Foster
Director
Vice President & Secretary

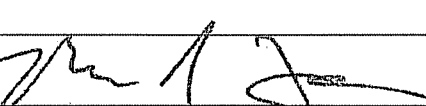
FOR TRONOX PIGMENTS (SAVANNAH) INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary


FOR TRONOX WORLDWIDE LLC

Date: _____

By: 
Michael J. Foster
Manager, Vice President & Secretary

FOR THE STATE OF GEORGIA

Date: 2/11/2011

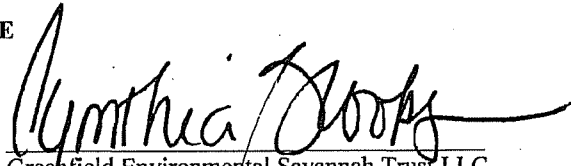


Georgia Environmental Protection
Division

FOR THE SAVANNAH TRUSTEE

Date:

2/9/2011

A handwritten signature in black ink, appearing to read "Cynthia Brooks", with a long horizontal flourish extending to the right.

Greenfield Environmental Savannah Trust LLC
Not Individually But Solely In Its Representative Capacity
As Trustee for the Savannah Trust
By: Greenfield Environmental Trust Group, Inc., Member
By: Cynthia Brooks, President

EXHIBIT "A"

List of Transferred Contracts and Leases and Access Agreements

NO.	SETTLOR	COUNTERPARTY	Date	DESCRIPTION OF CONTRACT	CURE AMOUNT	ASSIGNED TO
1	Tronox Pigments (Savannah) Inc.	Autocad	Prior to the Petition Date	License Agreements	\$0.00	The Savannah Environmental Response Trust
2	Tronox Pigments (Savannah) Inc.	Baytek Software License	6/18/2008	Software License	\$0.00	The Savannah Environmental Response Trust
3	Tronox Pigments (Savannah) Inc.	CSI Licensing (Emerson)	9/7/2005	Software License	\$0.00	The Savannah Environmental Response Trust
4	Tronox Pigments (Savannah) Inc.	Emerson	7/24/2008	Software License	\$0.00	The Savannah Environmental Response Trust
5	Tronox Pigments (Savannah) Inc.	Clifton Construction, Inc	11/16/2006	Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
6	Tronox Pigments (Savannah) Inc.	OSIsoft, Inc.	6/16/2005	OSIsoft Software License and Services Agreement	\$0.00	The Savannah Environmental Response Trust
7	Tronox Pigments (Savannah) Inc.	Otis Elevator	1/24/2002	Class II Master Work Agreement	\$343.97	The Savannah Environmental Response Trust
8	Tronox Pigments (Savannah) Inc.	Port City Courier and Storage	8/3/2004	Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
9	Tronox Pigments (Savannah) Inc.	Resource Development Authority for the City of Savannah	12/1/1984	Multiple Agreements	\$0.00	The Savannah Environmental Response Trust
10	Tronox Pigments (Savannah) Inc.	Southern States Chemical	10/6/1999	Sulfuric acid sales and purchase agreement, including all modifications, amendments, addenda, exhibits, and supplements that affect such agreement, as well as the amendment dated January	\$0.00	The Savannah Environmental Response Trust

				10, 2011.		
11	Tronox Pigments (Savannah) Inc.	City of Savannah - Deptford tract	6/23/2003	Work Management 7 Cost-Sharing Agreement at Former Deptford Landfill Site	\$0.00	The Savannah Environmental Response Trust
12	Tronox Pigments (Savannah) Inc.	Agri-Business	1/4/2005	Savgyp001-05	\$0.00	The Savannah Environmental Response Trust
13	Tronox Pigments (Savannah) Inc.	ALLOY INDUSTRIAL CONTRACTORS	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
14	Tronox Pigments (Savannah) Inc.	APEX PROPERTY MAINTENANCE	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
15	Tronox Pigments (Savannah) Inc.	APPLIED TECHNICAL SERVICES	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
16	Tronox Pigments (Savannah) Inc.	BARLOWORLD HANDLING LP	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
17	Tronox Pigments (Savannah) Inc.	BLAKE & PENDLETON	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
18	Tronox Pigments (Savannah) Inc.	BOAEN MECHANICAL CONTRACTOR	9/27/2001	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
19	Tronox Pigments (Savannah) Inc.	BRADDY ELECTRIC COMPANY	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
20	Tronox Pigments (Savannah) Inc.	CENTIMARK CORP	2/10/2009	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
21	Tronox Pigments (Savannah) Inc.	CLIFTON CONSTRUCTION	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
22	Tronox Pigments (Savannah) Inc.	COMBUSTION SERVICES	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
23	Tronox Pigments (Savannah) Inc.	CONSOLIDATED MECHANICAL	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust

24	Tronox Pigments (Savannah) Inc.	CONTROL SYSTEM ENGINEERING	2/23/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
25	Tronox Pigments (Savannah) Inc.	COOPERHEAT - MQS	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
26	Tronox Pigments (Savannah) Inc.	CUSTOM QUALITY INSULATION & REFRACTORY	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
27	Tronox Pigments (Savannah) Inc.	EASON DIVING & MARINE CONTRACTORS, INC.	6/9/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
28	Tronox Pigments (Savannah) Inc.	FIVE STAR ELECTRICAL CONTRACTORS, INC.	5/5/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
29	Tronox Pigments (Savannah) Inc.	HARBISONWALKER REFRACTORIES	5/31/2007	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
30	Tronox Pigments (Savannah) Inc.	INDUSTRIAL MECHANICAL CONTRACTORS	9/21/2001	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
31	Tronox Pigments (Savannah) Inc.	IVS VIDEO	10/2/2001	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
32	Tronox Pigments(Savannah)Inc.	JM TEST SYSTEMS, INC.	11/10/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
33	Tronox Pigments (Savannah) Inc.	JOHN KERN (KERN- COLEMAN)	12/12/2000	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
34	Tronox Pigments (Savannah) Inc.	K MACHINE & MECHANICAL CONTRACTORS	9/27/2001	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
35	Tronox Pigments (Savannah) Inc.	KINNE CORP.	5/8/2007	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
36	Tronox Pigments (Savannah) Inc.	LOCKWOOD GREENE	3/4/2005	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
37	Tronox Pigments (Savannah) Inc.	LONGVIEW INSPECTION, INC.	1/24/2003	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust

38	Tronox Pigments (Savannah) Inc.	LYNN WHITSETT	12/16/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
39	Tronox Pigments (Savannah) Inc.	MACALJON ENGINEERING LLC	2/19/2009	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
40	Tronox Pigments (Savannah) Inc.	MACALJON, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
41	Tronox Pigments (Savannah) Inc.	MAHANY CONSTRUCTION CO.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
42	Tronox Pigments (Savannah)Inc.	MARLEY COOLING TOWER COMPANY	2/26/2001	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
43	Tronox Pigments (Savannah) Inc.	MAXIM CRANE WORKS	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
44	Tronox Pigments (Savannah) Inc.	MCCORD COMMUNICATIONS	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
45	Tronox Pigments (Savannah) Inc.	MDT TECHNOLOGY, LLC	2/22/2005	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
46	Tronox Pigments (Savannah) Inc.	METALCRAFTS, INC.	3/5/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
47	Tronox Pigments (Savannah) Inc.	MID GA ELECTRICAL SERVICES INC	11/30/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
48	Tronox Pigments (Savannah) Inc.	MILTON J. WOOD FIRE PROTECTION, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
49	Tronox Pigments (Savannah) Inc.	MORAN ENVIRONMENTAL RECOVERY LLC	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
50	Tronox Pigments (Savannah) Inc.	MYRICK MARINE CONTRACTING CORP.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
51	Tronox Pigments (Savannah) Inc.	NATIONAL CRANE SERVICES, INC.	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust

52	Tronox Pigments (Savannah) Inc.	NATURCHEM, INC.	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
53	Tronox Pigments (Savannah) Inc.	OLIVER KOCH, INC.	5/21/2001	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
54	Tronox Pigments (Savannah) Inc.	ONYX INDUSTRIAL SERVICES, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
55	Tronox Pigments (Savannah) Inc.	PAT'S INSULATION INC.	7/24/2003	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
56	Tronox Pigments (Savannah) Inc.	POPPELL BROTHERS, INC.	10/2/2001	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
57	Tronox Pigments (Savannah) Inc.	RAIL SCALE, INC.	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
58	Tronox Pigments (Savannah) Inc.	RAYMOND QUINN ASSOCIATES	4/1/2003	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
59	Tronox Pigments (Savannah) Inc.	ROSEBERRY & ASSOCIATES	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
60	Tronox Pigments (Savannah) Inc.	ROWE DRILLING COMPANY, INC.	10/31/2005	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
61	Tronox Pigments (Savannah) Inc.	RWP ENGINEERING	10/9/2000	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
62	Tronox Pigments(Savannah) Inc.	S&ME, INC.	1/22/2009	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
63	Tronox Pigments (Savannah) Inc.	SAVANNAH FENCE & ENTRY SYSTEMS, INC.	10/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
64	Tronox Pigments (Savannah) Inc.	SAVANNAH OVERHEAD DOOR COMPANY, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
65	Tronox Pigments (Savannah) Inc.	SHEPPARD ENGINEERING LLC	9/17/2003	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust

66	Tronox Pigments (Savannah) Inc.	SPRAYING SERVICES INC DBA COOLING TOWER SOLUTIONS	5/25/2009	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
67	Tronox Pigments (Savannah) Inc.	STEVENSON & PALMER	6/12/2001	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
68	Tronox Pigments (Savannah) Inc.	TAW SAVANNAH SERVICE CENTER	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
69	Tronox Pigments (Savannah) Inc.	TDW SERVICES, INC.	3/10/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
70	Tronox Pigments (Savannah) Inc.	THOMPSON INDUSTRIAL SERVICES, INC.	3/24/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
71	Tronox Pigments (Savannah) Inc.	UNION TANK CAR COMPANY	5/9/2005	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
72	Tronox Pigments (Savannah) Inc.	VIP INTERNATIONAL INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
73	Tronox Pigments (Savannah) Inc.	W.W. GAY MECHANICAL CONTRACTOR, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
74	Tronox Pigments (Savannah) Inc.	WARD EDWARDS, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
75	Tronox Pigments (Savannah) Inc.	WEEDS INC.	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
76	Tronox Pigments (Savannah) Inc.	WHITAKER LABORATORY, INC.	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
77	Tronox Pigments (Savannah) Inc.	WHITE ELECTRICAL CONSTRUCTION CO.	11/1/2007	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
78	Tronox Pigments (Savannah) Inc.	WIELAND ENTERPRISES, INC.	9/28/2000	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
79	Tronox Pigments (Savannah) Inc.	WPC, INC.	8/20/2009	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust

80	Tronox Pigments (Savannah) Inc.	YANCEY POWER SYSTEMS	3/23/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
81	Tronox Pigments (Savannah) Inc.	YORK INTERNATIONAL CORPORATION	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
82	Tronox Pigments (Savannah)Inc.	ADAMS-WARNOCK	9/27/2001	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
83	Tronox Pigments (Savannah) Inc.	AMETEK PROCESS & ANALYTICAL INSTRUMENT	5/22/2003	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
84	Tronox Pigments (Savannah) Inc.	ANDRESS ENGINEERING ASSOCIATES	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
85	Tronox Pigments (Savannah) Inc.	ASHLAND ENVIRONMENTAL SERVICES	4/24/2003	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
86	Tronox Pigments (Savannah) Inc.	BURKHALTER RIGGING (HAMILTON MWA)	11/10/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
87	Tronox Pigments (Savannah) Inc.	C.F.F., INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
88	Tronox Pigments (Savannah) Inc.	COASTAL GRADING & RENTAL	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
89	Tronox Pigments (Savannah) Inc.	COATING SYSTEMS, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
90	Tronox Pigments (Savannah) Inc.	CONTROL SOUTHERN	2/6/2001	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
91	Tronox Pigments (Savannah) Inc.	CRYSTAL SPRINGS WATER CO.	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
92	Tronox Pigments(Savannah)Inc.	E.E.U., INC. (ELECTRICAL EQUIPMENT UPGRADING)	9/27/2001	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
93	Tronox Pigments (Savannah) Inc.	EMC ENGINEERING SERVICES, INC.	1/8/2007	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust

94	Tronox Pigments (Savannah) Inc.	ENVIRONMENTAL SERVICES, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
95	Tronox Pigments (Savannah) Inc.	ENVIROVAC, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
96	Tronox Pigments (Savannah) Inc.	FLOTECH INC	9/12/2006	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
97	Tronox Pigments (Savannah) Inc.	FLOWSERVE CORP. - INDUSTRIAL SERVICES GROUP	3/30/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
98	Tronox Pigments (Savannah) Inc.	HARGROVE & ASSOCIATES, INC.	5/27/2009	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
99	Tronox Pigments (Savannah) Inc.	INDUSTRIAL LININGS, INC.	8/20/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
100	Tronox Pigments (Savannah) Inc.	INDUSTRIAL METALWORKS, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
101	Tronox Pigments (Savannah) Inc.	INDUSTRIAL TECHNICAL COATINGS, INC.	7/8/2005	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
102	Tronox Pigments (Savannah)Inc.	JIMCO INTEGRATED SERVICES, INC.	2/1/2005	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
103	Tronox Pigments (Savannah) Inc.	JOHNSON CONTROLS	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
104	Tronox Pigments (Savannah) Inc.	KONECRANES INC	3/6/2007	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
105	Tronox Pigments (Savannah) Inc.	MILTON J. WOOD COMPANY	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
106	Tronox Pigments (Savannah) Inc.	O'NEAL, INC.	8/22/2002	Engineering Work Agreement	\$0.00	The Savannah Environmental Response Trust
107	Tronox Pigments (Savannah) Inc.	ONEX, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust

108	Tronox Pigments (Savannah) Inc.	RABEY ELECTRIC COMPANY, INC.	5/25/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
109	Tronox Pigments (Savannah) Inc.	REMOTE TECHNOLOGY, INC.	1/6/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
110	Tronox Pigments (Savannah) Inc.	RFM CONSULTANTS INC.	10/22/2008	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
111	Tronox Pigments (Savannah) Inc.	RICHMOND SUPPLY	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
112	Tronox Pigments (Savannah) Inc.	SISSON SCALE & EQUIPMENT COMPANY, INC.	1/10/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
113	Tronox Pigments (Savannah) Inc.	SUNBELT COATINGS, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
114	Tronox Pigments (Savannah) Inc.	TEAM INDUSTRIAL SERVICES, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
115	Tronox Pigments (Savannah) Inc.	THOMAS & HUTTON ENGINEERING CO	12/8/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
116	Tronox Pigments (Savannah) Inc.	TIM'S CRANE & RIGGING, INC.	2/23/2004	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
117	Tronox Pigments (Savannah) Inc.	TRANTER PHE INC	1/4/2007	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
118	Tronox Pigments (Savannah) Inc.	UNITED RENTALS, INC.	9/27/2001	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
119	Tronox Pigments (Savannah) Inc.	WESTON SOLUTIONS, INC.	3/3/2008	Class II Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
120	Tronox Pigments (Savannah) Inc.	YANCEY BROS. CO.	3/23/2004	Class I Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
121	Tronox Pigments (Savannah) Inc.	Blu-John of Savannah, Inc	3/9/2006	Master Work Agreement	\$0.00	The Savannah Environmental Response Trust

122	Tronox Pigments(Savannah)Inc.	Lewis-Goetz	4/29/2008	Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
123	Tronox Pigments (Savannah) Inc.	Lindsey Tel Com	4/5/2004	Master Work Agreement	\$0.00	The Savannah Environmental Response Trust
124	Tronox Pigments (Savannah) Inc.	ICEC	12/29/2010	Sulfur Contract, as amended	\$0.00	The Savannah Environmental Response Trust
125	Tronox Pigments (Savannah) Inc.	SCANA Energy Marketing, Inc.	8/12/10	Gas Sales Agreement	\$0.00	The Savannah Environmental Response Trust
126	Tronox Pigments (Savannah) Inc.	Windstream Nuvox, Inc.	3/4/10	Customer Service Agreement	\$0.00	The Savannah Environmental Response Trust

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(West Chicago)

BY AND AMONG

**TRONOX INCORPORATED,
TRONOX LLC,
TRONOX FINANCE CORP.,
TRONOX HOLDINGS, INC.,
TRONOX LUXEMBOURG S.AR.L,
TRONOX PIGMENTS (SAVANNAH), INC.,
TRONOX WORLDWIDE, LLC,
SOUTHWESTERN REFINING COMPANY, INC.,
TRANSWORLD DRILLING COMPANY,
TRIANGLE REFINERIES, INC.,
TRIPLE S, INC.,
TRIPLE S ENVIRONMENTAL MANAGEMENT CORP.,
TRIPLE S MINERALS RESOURCES CORP.,
TRIPLE S REFINING CORP.,
and
CIMARRON CORP.
As Settlers,**

**Weston Solutions, Inc.
not individually but solely in its representative capacity
as West Chicago Trustee/Licensee,**

AND

**THE UNITED STATES OF AMERICA and
the STATE of ILLINOIS
as Beneficiaries**

AND

**THE CITY OF WARRENVILLE, ILLINOIS, the CITY OF WEST CHICAGO,
ILLINOIS, the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS,
and the COUNTY OF DUPAGE, ILLINOIS**

As of February 14, 2011

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(West Chicago)

This Environmental Response Trust Agreement (this "Agreement") is made this 14th day of February, 2011, by and among TRONOX INCORPORATED ("Tronox") and its wholly owned subsidiaries, TRONOX LLC, TRONOX FINANCE CORP., TRONOX HOLDINGS, INC., TRONOX LUXEMBOURG S.A.R.L, TRONOX PIGMENTS (SAVANNAH), INC., TRONOX WORLDWIDE, LLC, SOUTHWESTERN REFINING COMPANY, INC., TRANSWORLD DRILLING COMPANY, TRIANGLE REFINERIES, INC., TRIPLE S, INC., TRIPLE S ENVIRONMENTAL MANAGEMENT CORP., TRIPLE S MINERALS RESOURCES CORP., TRIPLE S REFINING CORP., and CIMARRON CORP., as debtors and debtors in possession in the Bankruptcy Cases (defined below) (collectively, "Settlors") and Weston Solutions, Inc., a Pennsylvania corporation qualified to do business as a foreign corporation in the State of Illinois, not individually but solely in its representative capacity as West Chicago Trustee/Licensee (defined herein) of the West Chicago Environmental Response Trust established hereby (the "West Chicago Trust"), and the Beneficiaries (defined herein).

RECITALS:

WHEREAS, on January 12, 2009, Settlors filed voluntary petitions for relief in the Bankruptcy Court under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"), which cases have been jointly administered under Case No. 09-10156 (the "Bankruptcy Cases");

WHEREAS, the Settlors, the United States and the State of Illinois have entered into that certain Consent Decree and Environmental Settlement Agreement lodged with the Court on November 23, 2010 (the "Settlement Agreement");

WHEREAS, the Settlement Agreement provides for the transfer of the West Chicago Owned Sites (defined below) to the West Chicago Trust (defined below) to be administered by the West Chicago Trustee/Licensee (defined below) pursuant to this Agreement and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of four additional trusts, which include the Cimarron Trust, the Multistate Trust, the Nevada Trust, and the Savannah Trust, the transfer to those trusts of the Cimarron Trust, Henderson Property, the Multistate Owned Sites, and the Savannah Facility, respectively, and the administration of each of those trusts by the Cimarron Trustee, Multistate Trustee, the Nevada Trustee, and the Savannah Trustee, respectively, pursuant to the Environmental Response Trust Agreement for each trust and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of a litigation trust ("Anadarko Litigation Trust") pursuant to the Litigation Trust Agreement (defined below);

WHEREAS, in accordance with Article IX of the Settlement Agreement, the West Chicago Trust is established for the purposes of (i) acting as successor to Settlors solely for the

purpose of performing, managing, and funding implementation of Environmental Actions selected by US EPA for (a) RAS Properties and (b) for Kress Creek, pursuant to the Federal West Chicago Consent Decree and the Local Communities Consent Decree; (ii) acting as successor to the Settlers solely for the purpose of performing, managing, and funding implementation of Environmental Actions at the REF; (iii) using all reasonable efforts, by and through the West Chicago Trustee/Licensee, to secure Title X Reimbursements owed after the Effective Date from the Department of Energy, to which the West Chicago Trustee/Licensee is legally entitled based on Environmental Actions performed by or on behalf of Settlers and the West Chicago Trust (and regardless of whether further Environmental Actions continue to be necessary at Kress Creek, the RAS Properties, or the REF); (iv) owning the West Chicago Owned Sites; (v) carrying out administrative functions related to the performance of Environmental Actions by or on behalf of the West Chicago Trust at Kress Creek and the RAS Properties, and other administrative functions with respect to the West Chicago Owned Sites; (vi) ultimately selling, transferring or otherwise disposing or facilitating the reuse of all or part of the Owned RAS Properties (including, but not limited to, any appurtenances, machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible property on the Owned RAS Properties that are transferred to the West Chicago Trust), if possible; (vii) ultimately selling or transferring the REF to the City of West Chicago, pursuant to the conditions and terms set forth in the Phase 2 Final Agreement as shall be specified in the West Chicago Trust Agreement with the approval of IEMA and the City of West Chicago; (viii) acting as successor to Settlers for the purpose of complying with the provisions of the Kress Creek Settlement Agreement; and (ix) fulfilling other obligations as set forth in the Settlement Agreement.

WHEREAS, the West Chicago Trust is to be funded in the amount set forth in the Settlement Agreement;

WHEREAS, this Agreement and the Settlement Agreement govern the West Chicago Trust, which is created pursuant to Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (the “QSF Regulations”);

WHEREAS, presuming that the West Chicago Trust qualifies as a “qualified settlement fund” within the meaning of the QSF Regulations, to the extent permitted by law, the Settlers intend to elect to treat the West Chicago Trust as a grantor trust pursuant to the QSF Regulations; and

WHEREAS, the West Chicago Trust shall be the exclusive holder of the assets described herein for purposes of the Settlement Agreement, this Agreement, and 31 U.S.C. § 3713(b);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

The following terms as used in this Agreement shall have the definitions given below:

- 1.1.1 “Agreement” has the meaning as given in the preamble.
- 1.1.2 “Anadarko Litigation Trust” shall have the meaning given in the recitals to this Agreement.
- 1.1.3 “Anadarko Litigation Proceeds” are eighty-eight (88%) of the net recovery in the Anadarko Litigation, which net recovery shall be determined by subtracting from the total gross recovery in the Anadarko Litigation (1) all outstanding and anticipated payments to lead counsel of the Anadarko Litigation Trust pursuant to a separate Special Fee Arrangement; (2) all outstanding and anticipated costs and fees of the Anadarko Litigation Trust and Trustee (including but not limited to attorney’s fees and Trustee fees), as set forth in the Anadarko Litigation Trust Agreement referred to in Paragraph 119 of the Settlement Agreement; and (3) the amount of the distribution referred to in Paragraph 122 of the Settlement Agreement, as amended by the First Amendment to the Consent Decree and Environmental Settlement Agreement, and which shall be allocated to the Governments and the Environmental Response Trusts pursuant to the Plan of Reorganization and the Settlement Agreement.
- 1.1.4 “Bankruptcy Cases” shall have the meaning given in the recitals to this Agreement.
- 1.1.5 “Bankruptcy Code” shall have the meaning given in the recitals to this Agreement.
- 1.1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.
- 1.1.7 “Beneficiary” means the State of Illinois on behalf of IEMA and the IEPA and the United States on behalf of US EPA.
- 1.1.8 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.
- 1.1.9 “Consultant” shall have the meaning given in Section 4.1.2 hereof.
- 1.1.10 “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matters.

- 1.1.11 “Effective Date” means the Effective Date as defined in the Settlement Agreement.
- 1.1.12 “Environmental Actions” means any and all environmental activities authorized or required under Environmental Law that occur after the Effective Date and that are related to the West Chicago Trust Sites, including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. “Environmental Actions” also include the above environmental activities relating to the migration of hazardous substances emanating from the West Chicago Trust Sites. For the avoidance of doubt, “Environmental Actions” shall not include natural resource assessment or restoration, unless required by the Federal West Chicago Consent Decree, the Local Communities Consent Decree, and the REF License.
- 1.1.13 “Environmental Costs” means the costs and expenses of implementing Environmental Actions and the costs of payment of certain oversight costs of any Beneficiary with respect to the West Chicago Trust Sites.
- 1.1.14 “Environmental Information” means environmental reports, audits, analyses, records, studies and other documents containing information prepared by or otherwise in the possession of Settlers or their technical consultants that are based on or otherwise reflect information related to environmental activities.
- 1.1.15 “Environmental Law” means, whenever in effect, all federal, tribal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law; all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act (“AEA”), CERCLA, Clean Water Act (“CWA”), Clean Air Act (“CAA”), Emergency Planning and Community Right-to-Know Act (“EPCRA”), Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), Resource Conservation and Recovery Act (“RCRA”), Safe Drinking Water Act (“SDWA”), Toxic Substances Control Act (“TSCA”), and any tribal, state or local equivalents.

- 1.1.16 “Federal West Chicago Consent Decree” means the Consent Decree for the Kerr-McGee West Chicago NPL Sites, *United States and the State of Illinois v. Kerr-McGee Chemical LLC*, Civil Action No. 05C2318 (N.D. Ill.).
- 1.1.17 “Funding” shall have the meaning given in Section 2.1.2 hereof.
- 1.1.18 “Funding and Consideration” shall have the meaning given in Section 2.1.2.5 hereof.
- 1.1.19 “IEMA” means the Illinois Emergency Management Agency.
- 1.1.20 “IEPA” means the Illinois Environmental Protection Agency.
- 1.1.21 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.
- 1.1.22 “Kerr-McGee West Chicago NPL Sites” means the RAS Properties, Reed-Keppler Park in West Chicago Illinois, the Sewage Treatment Plant Site in West Chicago and DuPage County, Illinois, and Kress Creek.
- 1.1.23 “Kress Creek” means Kress Creek and the West Branch DuPage River Site in DuPage County, Illinois.
- 1.1.24 “Kress Creek Escrow Account” means the escrow account created pursuant to the Kress Creek Settlement Agreement and any amendment or stipulation thereto, as defined in Section 2.1.2.3 hereof.
- 1.1.25 “Kress Creek Settlement Agreement” means the Kress Creek Settlement Agreement executed by the Settlers and the United States and dated May 1, 2010, and any amendment or stipulation thereto.
- 1.1.26 “Lead Agencies” shall be IEMA for REF, US EPA for Kress Creek, and US EPA for the RAS Properties.
- 1.1.27 “Litigation Trust Agreement” means the agreement establishing the Anadarko Litigation Trust.
- 1.1.28 “Local Communities” means the County of DuPage, Illinois, the Forest Preserve District of DuPage County, Illinois, the City of West Chicago, and the City of Warrenville.
- 1.1.29 “Local Communities Consent Decree” means the Consent Decree filed in *County of DuPage v. Kerr-McGee Chemical, LCC*, Civil Action No. 05C 1874 (N.D. Ill.)
- 1.1.30 “Natural Resource Damages” means damages for injury to, destruction of, or loss of natural resources as defined in 42 U.S.C. § 101(16).

- 1.1.31 “Non-Owned RAS Properties” means the portions of the RAS Properties in West Chicago, Illinois and DuPage County, Illinois that are not owned by Settlers.
- 1.1.32 “Non-Lead Agency” shall be IEPA for Kress Creek and the RAS Properties.
- 1.1.33 “Other Environmental Trusts” means the Cimarron Trust, Multistate Trust, the Nevada Trust, and the Savannah Trust.
- 1.1.34 “Owned RAS Properties” means the properties owned by Settlers in the RAS in West Chicago, Illinois and DuPage County, Illinois.
- 1.1.35 “Parties” means the Settlers, the West Chicago Trustee/Licensee, the Beneficiaries, and the Local Communities.
- 1.1.36 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.
- 1.1.37 “Phase 2 Final Agreement” means the Phase 2 Final Agreement Between Kerr-McGee Chemical Corporation and The City of West Chicago, Illinois dated February 24, 1997.
- 1.1.38 “Plan Administrator” means the administrator of any plan of reorganization confirmed by an order of the Bankruptcy Court in the Bankruptcy Cases.
- 1.1.39 “Plan of Reorganization” shall mean the Plan of Reorganization for the Settlers.
- 1.1.40 “QSF Regulations” shall have the meaning given in the recitals to this Agreement.
- 1.1.41 “RAS” means the Residential Areas Site.
- 1.1.42 “RAS Properties” means the Non-Owned RAS Properties and the Owned RAS Properties
- 1.1.43 “Real Property Information” shall mean documents in Settlers’ possession related to title, easements and other real property information relating to the West Chicago Trust Sites.
- 1.1.44 “REF” means the Rare Earths Facility in West Chicago, Illinois.
- 1.1.45 “REF Letter of Credit” means Letter of Credit No. CPCS-648701.

- 1.1.46 “REF License” means the Radioactive Material License issued by IEMA to the West Chicago Trustee/Licensee.
- 1.1.47 “REF Surety Bond” means Bond No. 2971100-2630.
- 1.1.48 “Reorganized Tronox” means Tronox Incorporated, Tronox Worldwide LLC, Tronox LLC, non-Settlor foreign subsidiaries of the Settlers and such other Settlers and/or one or more newly organized successors, or any successor thereto, by merger, consolidation or otherwise, on or after the effective date of the Plan of Reorganization.
- 1.1.49 “Settlement Agreement” shall have the meaning given in the recitals.
- 1.1.50 “Settlers” shall have the meaning given in the preamble.
- 1.1.51 “State of Illinois” shall mean the State of Illinois on behalf of agencies and departments named in the Settlement Agreement and this Agreement.
- 1.1.52 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.
- 1.1.53 “Title X” means Title X of the Energy Policy Act of 1992, as amended, Pub L. No. 102-486 (1992).
- 1.1.54 “Title X Reimbursements” shall have the meaning given in Section 2.1.2 hereof.
- 1.1.55 “Tronox” means Tronox Incorporated.
- 1.1.56 “United States” means the United States of America on behalf of agencies and departments named in the Settlement Agreement.
- 1.1.57 “US EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- 1.1.58 “West Chicago Administrative Costs” means the fees, costs, and expenses incurred in connection with the administration of the West Chicago Trust, including but not limited to real estate management, taxes, insurance, and maintenance costs, but excluding any expenses (including, without limitation, expenses of the West Chicago Trustee/Licensee and its third-party professionals) incurred in overseeing, managing, and performing Environmental Actions.

- 1.1.59 “West Chicago Owned Sites” means the real property owned by Settlers located in West Chicago, Illinois, which include the REF and Owned RAS Properties and listed in Exhibit A.
- 1.1.60 “West Chicago Special Account” means the Kress Creek/West Branch DuPage River Superfund Site Special Account and the Residential Areas Site Properties Special Account.
- 1.1.61 “West Chicago Trust” means the trust established pursuant to this Agreement.
- 1.1.62 “West Chicago Trust Account” shall have the meaning given in Section 2.1.8 hereof.
- 1.1.63 “West Chicago Trust Administrative Account” means the West Chicago Trust Account established to fund the payment of West Chicago Administrative Costs.
- 1.1.64 “West Chicago Trust Assets” means (a) those assets and properties, including the West Chicago Owned Sites, the Funding and Consideration and any other sources of funding to be transferred to the West Chicago Trust pursuant to this Agreement and the Settlement Agreement and (b) such other assets acquired, earned or held by the West Chicago Trust from time to time pursuant to this Agreement.
- 1.1.65 “West Chicago Trust Environmental Cost Account” shall have the meaning given in Section 2.1.8.
- 1.1.66 “West Chicago Trust Parties” means, collectively, the West Chicago Trust, the West Chicago Trustee/Licensee, and the West Chicago Trustee/Licensee’s shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the West Chicago Trust or West Chicago Trustee/Licensee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the West Chicago Trust (for the avoidance of doubt, other than the West Chicago Trustee/Licensee and its officers, directors, and employees) shall not be West Chicago Trust Parties.
- 1.1.67 “West Chicago Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the West Chicago Trust Assets.
- 1.1.68 “West Chicago Trust Sites” means (i) the REF, (ii) Kress Creek, (iii) Owned RAS Properties, and (iv) Non-Owned RAS Properties.

- 1.1.69 “West Chicago Trust Title X Account” means the segregated West Chicago Trust holding account to serve as a repository for Title X Reimbursements.
- 1.1.70 “West Chicago Trust Work Accounts” shall have the meaning given in Section 2.1.8.
- 1.1.71 “West Chicago Trustee/Licensee” means Weston Solutions, Inc., not individually but in a representative capacity on behalf of the West Chicago Trust.

All Capitalized terms not defined above shall have the meanings provided in the Settlement Agreement.

ARTICLE II THE WEST CHICAGO TRUST

2.1 Creation of and Transfer of Assets to the West Chicago Trust

- 2.1.1 Pursuant to the Settlement Agreement, the Parties hereby establish, on behalf of the Beneficiaries named herein, and Tronox Worldwide LLC hereby transfers, assigns, and delivers, by quitclaim deed and other appropriate instruments to, the West Chicago Trustee, not individually but in its representative capacity on behalf of the West Chicago Trust, on behalf of the Beneficiaries, all of Settlor's right, title and interest in and to the West Chicago Trust Assets, including without limitation the West Chicago Owned Sites listed in Exhibit A to this Agreement. Settlor's shall retain no ownership or other residual interest whatsoever with respect to the West Chicago Trust or any West Chicago Trust Assets, including without limitation, the West Chicago Owned Sites. The transfer of ownership by Tronox Worldwide LLC of the West Chicago Trust Assets shall be a transfer of all of the Settlor's right, title and interests therein, and the transfer shall be (i) “as is” and “where is”, with no warranties of any nature; (ii) free and clear of all claims, liens, encumbrances and interests against the Settlor's, including, without limitation, mechanics' liens and other liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem encumbrances that do not secure payment of monetary claims (such as easements or deed restrictions), and subject to the occupancy fees and permit fees set forth in Section 2.11; (iii) subject to any rights of the United States and the State of Illinois under the Settlement Agreement; and (iv) accomplished by quitclaim deed and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Settlor's and the West Chicago Trustee/Licensee before the Effective Date, provided that in no event shall

the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Settlers and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition as of the Effective Date. The grantee for each such deed and personal property bill of sale shall be the West Chicago Trust by and through the West Chicago Trustee/Licensee, not individually but solely in its representative capacity as West Chicago Trustee/Licensee. Settlers and Reorganized Tronox, as applicable, will deliver to the title company (which will record or cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Settlers shall pay the recording costs to the title company related to the title transfers. Settlers shall pay to the applicable tax authorities on or prior to the Effective Date all real property taxes to the West Chicago Owned Sites due for the period ending on the Effective Date. Settlers and the West Chicago Trust shall prorate the real property taxes accruing to or becoming a lien on the West Chicago Owned Sites during the calendar year 2010 (to the extent not already paid) and the calendar year of the Effective Date, and Settlers shall have paid to the West Chicago Trust their pro-rata share of such real property taxes on or before the Effective Date. If the actual bills for such real property taxes have not been issued, then such proration shall be based on an amount equal to such real property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the West Chicago Trust shall be responsible for paying all real property taxes first coming due following the Effective Date relating to the West Chicago Owned Sites. Settlers shall execute, or cause to be executed on or before the Effective Date, and record, if necessary, all necessary releases of any liens or security interests held by any Settlers against the West Chicago Owned Sites. The West Chicago Trustee/Licensee, not individually but in its representative capacity on behalf of the West Chicago Trust, hereby accepts and agrees to hold the West Chicago Trust Assets in the West Chicago Trust for the benefit of the Beneficiaries for the purposes described in Section 2.2 below, subject to the terms of the Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.1.2 Transfer of Funding and Consideration to the West Chicago Trustee/Licensee

2.1.2.1 The Funding. On the Effective Date, the Settlers shall cause to be transferred to or at the direction of the West Chicago Trustee/Licensee cash in the amount of \$10,356,780.00 (the “Funding”).

2.1.2.2 Title X Reimbursements. The Settlers hereby transfer and assign to the West Chicago Trustee/Licensee all of the Settlers’ rights, title, and interest in (a) all Title X Reimbursements from the Department of Energy to which Settlers would have been entitled based on remediation work performed by or on behalf of Settlers at the REF and the Kerr-McGee West Chicago NPL Sites to the West Chicago Trust, and (b) all Title X Reimbursements from the Department of Energy to which the Settlers would have been entitled based on remediation work performed by the Settlers under the Kress Creek Settlement Agreement as set forth in Paragraph 8 of the Kress Creek Settlement Agreement (collectively, the “Title X Reimbursements”). The West Chicago Trustee/Licensee shall ensure that all Title X Reimbursements received by the West Chicago Trust after the Effective Date from the Department of Energy are deposited in the West Chicago Trust Title X Account, as set forth in Sections 2.1.8 and 2.2.1 below.

2.1.2.3 Kress Creek Third-Party Escrow. On the Effective Date, and as set forth in Paragraph 9 of the Kress Creek Settlement Agreement, Settlers shall transfer the funds remaining in the third-party escrow account established under the Kress Creek Settlement Agreement to either the West Chicago Trust Environmental Cost Account for the Owned RAS Properties, the West Chicago Trust Work Account for the Non-Owned RAS Properties, or to the West Chicago Trust Work Account for Kress Creek, pursuant to written instructions to be provided by US EPA before the Effective Date (the “Kress Creek Escrow Account”).

2.1.2.4 REF Surety Bond and REF Letter of Credit. On the Effective Date, Settlers shall convert to cash the REF Surety Bond and the REF Letter of Credit and transfer the \$39,797,247.65 in total funds to the West Chicago Trust Environmental Cost Account for the REF to fund future Environmental Actions and certain past and future oversight costs of IEMA with respect to the REF.

2.1.2.5 “Funding and Consideration” consists of the following: The Funding, the REF Surety Bond funds, the REF Letter of Credit funds, the Title X Reimbursements, and the Kress Creek Escrow Account.

2.1.2.6 Elgin, Joliet, and Eastern Railway Company Railroad Surety Bond and West Chicago Letter of Credit Escrow Accounts. Within 30 days after the Effective Date, Reorganized Tronox, the West Chicago Trustee/Licensee, the Elgin, Joliet and Eastern Railway Company or its successor, and an escrow agent will enter into an agreement which will provide that upon completion by the West Chicago Trust of the remediation of the real property subject to such railroad company's right-of-way in accordance with the Lease Agreement, dated September 1, 1994, as amended by Renewal dated September 1, 2008, the Operating, Side Track and Construction Agreement, dated September 1, 1994, and the REF License, the Elgin, Joliet and Eastern Railway Company Railroad Surety Bond will be converted to cash and all such cash will be transferred to the West Chicago Trust for deposit to such West Chicago Trust Account(s) as directed, pursuant to written instructions to be provided by the Beneficiaries to the West Chicago Trustee/Licensee prior to such transfer.

2.1.2.7 West Chicago Letter of Credit. After the Effective Date, the West Chicago Trust will be the recipient of any funds from the West Chicago Letter of Credit that are remaining after the infrastructure work required under the January 14, 2011 West Chicago Infrastructure Fund Agreement and secured by said Letter of Credit is completed.

2.1.3 Upon transfer of the Funding and Consideration on the Effective Date, the Settlers, Reorganized Tronox and any successors thereto shall have no interest in, or with respect to, any West Chicago Trust Assets, and the Settlers, Reorganized Tronox, and any successors thereto shall have no further obligation to provide funding to the West Chicago Trust.

2.1.4 Modification of Consent Decrees.

2.1.4.1 With respect to the Federal West Chicago Consent Decree, the United States, the State of Illinois, and Tronox LLC will file papers with the District Court for the Northern District of Illinois to modify the Federal West Chicago Consent Decree (and including without limitation any other applicable orders, decrees or agreements regarding investigation, remediation, cleanup or oversight as appropriate) to substitute the West Chicago Trust for Tronox LLC as a party to the Federal West Chicago Consent Decree after the Effective Date for all purposes; provided, however, that (i) nothing in this Section shall impose any obligation on the West Chicago Trust or the West Chicago Trustee/Licensee in excess of the West Chicago Trust Assets, and (ii) other than the substitution of the West Chicago Trust for Tronox LLC, nothing in this Agreement or the Settlement

Agreement shall affect any other provision of the Federal West Chicago Consent Decree.

2.1.4.2 With respect to the Local Communities Consent Decree, the Local Communities and Tronox LLC will file papers with the District Court for the Northern District of Illinois to modify the Local Communities Consent Decree (and including without limitation any other applicable orders, decrees or agreements regarding investigation, remediation, cleanup or oversight as appropriate) to substitute the West Chicago Trust for Tronox LLC as a party to the Local Communities Consent Decree after the Effective Date for all purposes; provided, however, that (i) nothing in this Section shall impose any obligation on the West Chicago Trust or the West Chicago Trustee/Licensee in excess of the West Chicago Trust Assets, (ii) nothing in this Section shall relieve Tronox LLC or its successors of any releases or covenants not to sue in the Local Communities Consent Decree, and (iii) other than the substitution of the West Chicago Trust for Tronox LLC, nothing in this Agreement or the Settlement Agreement shall affect any other provision of the Local Communities Consent Decree.

2.1.4.3 The Settlers shall deliver to the West Chicago Trustee/Licensee, a true and complete copy of the Federal West Chicago Consent Decree, the Local Communities Consent Decree and the Kress Creek Settlement Agreement before the Effective Date.

2.1.5 REF License. Upon the execution of this Agreement, the West Chicago Trustee/Licensee shall submit to IEMA a fully signed copy of this Agreement and such other documents as requested by IEMA to support the application for IEMA to issue the REF License to the West Chicago Trustee/Licensee to be effective on the Effective Date. It is acknowledged and agreed that the West Chicago Trustee/Licensee's obligation to perform any Environmental Actions at the REF is expressly conditioned upon the issuance of the REF License to the West Chicago Trustee/Licensee. The West Chicago Trustee/Licensee shall be bound by the requirements of the REF License and applicable regulations, and any future amendments to or transfers of the REF License must be made in accordance with applicable state and federal law and regulations. In accordance with applicable state and federal law and regulations, the West Chicago Trustee/Licensee shall be given advance notice of and shall receive an opportunity to comment on future amendments of the REF License by IEMA. For the avoidance of doubt, the West Chicago Trustee/Licensee shall have no obligation to perform work required by the REF License obtained pursuant to the Settlement Agreement and this Agreement if the cost of such work exceeds the value of the West Chicago Trust Environmental Cost Account for the REF.

2.1.6 Kress Creek Settlement Agreement.

2.1.6.1 As set forth in Paragraph 4 of the Kress Creek Settlement Agreement, on the Effective Date, the Settlers shall assign the ARCADIS Contract, as defined in Paragraph 3 of the Kress Creek Settlement Agreement, to the West Chicago Trust in order that all rights, obligations, interests and liabilities of the Settlers pursuant to the ARCADIS Contract are assigned to and assumed by the West Chicago Trust. Settlers shall deliver to the West Chicago Trustee/Licensee a complete copy of the ARCADIS Contract as soon as possible but in all events before the Effective Date. The West Chicago Trust shall not be required to pay any cure costs, to the extent required.

2.1.6.2 As set forth in Paragraph 6 of the Kress Creek Settlement Agreement, US EPA, at its discretion, may transfer funds from the West Chicago Special Account to the West Chicago Trust Work Account for Kress Creek or the West Chicago Trust Work Account for the Non-Owned RAS Properties, for the West Chicago Trustee/Licensee to conduct or finance response actions at or in connection with those Sites. Nothing in this Agreement shall impose any obligation on the West Chicago Trust or the West Chicago Trustee/Licensee in excess of the West Chicago Trust Assets.

2.1.6.3 As set forth in Paragraph 7 of the Kress Creek Settlement Agreement, on or before the Effective Date, the Settlers shall provide to the West Chicago Trustee/Licensee all information and documentation necessary to submit a Title X claim for any remedial costs incurred by the Settlers for work performed under the Kress Creek Settlement Agreement that was not previously claimed by the Settlers in Paragraph 5 of the Kress Creek Settlement Agreement.

2.1.7 Executory Contracts or Unexpired Leases. The West Chicago Trust by and through the West Chicago Trustee/Licensee not individually but solely in its representative capacity, the Settlers, and the respective Lead Agencies for the REF, the RAS Properties, and Kress Creek shall exchange information and reasonably cooperate to determine the appropriate disposition of any executory contracts or unexpired leases that relate to the relevant site and are listed in Exhibit B, provided however, that the West Chicago Trustee/Licensee shall not be required to take an assignment of any executory contract or unexpired lease without the consent of the West Chicago Trustee/Licensee, and further provided that such assignments are finalized on or before the Effective Date. The Settlers shall obtain all consents necessary to assign such executory contracts and unexpired leases to the West Chicago Trustee/Licensee free

and clear of all claims, liens, encumbrances and interests against the Settlers, before the Effective Date. The Settlers and Reorganized Tronox shall retain no ownership or other residual interest whatsoever with respect to any assigned executory contract or unexpired lease. The Settlers shall cooperate with the West Chicago Trustee/Licensee to transition the assigned executory contracts and unexpired leases and take such other action thereto as the Lead Agencies or the West Chicago Trustee/Licensee may request to transition such assigned executory contract and unexpired leases. The Settlers shall deliver to the West Chicago Trustee/Licensee a complete copy of each assigned executory contract and unexpired lease as soon as possible. The West Chicago Trust shall not be required to pay any cure costs, to the extent required.

- 2.1.8 Creation of the West Chicago Trust Accounts. The West Chicago Trustee/Licensee shall create segregated West Chicago Trust Environmental Cost Accounts and segregated West Chicago Trust Work Accounts within the West Chicago Trust for each of the West Chicago Trust Sites as follows: (i) a West Chicago Trust Environmental Cost Account for REF; (ii) a West Chicago Trust Work Account for Kress Creek; (iii) a West Chicago Trust Environmental Cost Account for the Owned RAS Properties; and (iv) a West Chicago Trust Work Account for the Non-Owned RAS Properties. The purpose of the West Chicago Trust Environmental Cost Account for the REF shall be to provide funding for future Environmental Actions and certain past and future oversight costs of the State of Illinois with respect to the REF (such past costs are unpaid costs incurred by IEMA during the period July 1, 2010 through the Effective Date and payable pursuant to Section 331.200 of the Radiation Protection regulations, 32 Ill. Adm. Code 331.200); additionally, in accordance with Subparagraph 107(b) of the Settlement Agreement, the West Chicago Trustee/Licensee shall transfer funds from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek. The purpose of the West Chicago Trust Work Account for Kress Creek shall be to fund the performance of Environmental Actions by the West Chicago Trust with respect to Kress Creek. The purpose of the West Chicago Trust Environmental Cost Account for the Owned RAS Properties shall be to provide funding for future Environmental Actions and certain future oversight costs of the State of Illinois and/or US EPA with respect to the Owned RAS Properties. The purpose of the West Chicago Trust Work Account for the Non-Owned RAS Properties shall be to fund the performance of Environmental Actions by the West Chicago Trust for the Non-Owned RAS Properties. Funding from a West Chicago Trust Environmental Cost Account or West Chicago Trust Work Account for any of the West Chicago Trust Sites may not be used for any other site except as expressly provided by and in accordance with Section 2.4.3 below and Paragraph 107(b) of the Settlement Agreement. The initial funding of the West Chicago Trust Environmental Cost Account for the

REF shall be \$39,797,247.65 in funds from the REF Surety Bond and REF Letter of Credit. The initial funding of the West Chicago Trust Environmental Cost Account for the Owned RAS Properties shall be a total of \$306,448.00. The initial funding of the West Chicago Trust Work Account for the Non-Owned RAS Properties shall be a total of \$77,240.00. The initial funding of the West Chicago Trust Work Account for Kress Creek shall be \$1,670,090.00. Also, the West Chicago Trust Environmental Cost Account for the Owned RAS Properties, the West Chicago Trust Work Account for the Non- Owned RAS Properties, or the West Chicago Trust Work Account for Kress Creek shall receive the funding currently contained in the Kress Creek Escrow Account, pursuant to Section 2.1.2.3.

The West Chicago Trustee/Licensee shall also create a segregated West Chicago Trust Administrative Account in the amount of \$8,303,002.00.

Lastly, the West Chicago Trustee/Licensee shall also create a segregated West Chicago Trust Title X Account to serve as a repository for the Title X Reimbursements. The West Chicago Trustee/Licensee shall ensure that all Title X Reimbursements received by the West Chicago Trust after the Effective Date from the Department of Energy are deposited in the West Chicago Trust Title X Account.

The separate accounts are referred to in this Agreement individually as a "West Chicago Trust Account" and collectively as the "West Chicago Trust Accounts." To the extent feasible, the West Chicago Trust Assets shall be invested as set forth in Section 2.6.1. Subject to Section 2.6, the income and gains from an investment of any West Chicago Trust Assets shall be allocated, paid and credited to such West Chicago Trust Account. The State of Illinois on behalf of IEMA and IEPA, and the United States on behalf of the US EPA shall be the sole beneficiaries of the West Chicago Trust Accounts. Neither Settlers nor Reorganized Tronox shall have any rights or interest to the West Chicago Assets, including but not limited to any Title X Reimbursements received from the Department of Energy after the Effective Date, or to any funds remaining in any of the West Chicago Trust Accounts upon the completion of any and all final actions and disbursement of any and all final costs with respect to the West Chicago Trust Sites.

- 2.1.9 Each West Chicago Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the West Chicago Trustee/Licensee to comply with the terms of, and implement, the Settlement Agreement and this Agreement.
- 2.1.10 For all federal income tax purposes, the West Chicago Trustee/Licensee and Settlers shall treat the transfer of the West Chicago Trust Assets by

Tronox Worldwide LLC to the West Chicago Trust as a transfer to a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code and the QSF Regulations. The West Chicago Trustee/Licensee shall at all times seek to have the West Chicago Trust treated as a “qualified settlement fund” as that term is defined in the QSF Regulations. The Court shall retain continuing jurisdiction over the West Chicago Trust and the West Chicago Trust Assets sufficient to satisfy the requirements of the QSF Regulations. Subject to Section 6.4 below, the West Chicago Trustee/Licensee shall cause any taxes imposed on the West Chicago Trust to be paid out of the West Chicago Trust Assets and shall comply with all tax reporting and withholding requirements imposed on the West Chicago Trust under applicable tax laws. The West Chicago Trustee/Licensee shall be the “administrator” of the West Chicago Trust pursuant to Treasury Regulation Section 1.468B-2(k)(3). To the extent Settlers elect to treat the West Chicago Trust as a grantor trust pursuant to Treasury Regulation Section 1.468B-1(k)(1), the West Chicago Trustee/Licensee will reasonably cooperate with the Settlers with respect to such election, provided the Settlers agree that the West Chicago Trustee/Licensee does not represent or guaranty that the West Chicago Trust is a qualified settlement fund and that the Settlers are eligible to make the election in accordance with IRS rules and Treasury Regulation Section 1.468B-1, and it is not responsible to take any action to verify or confirm such qualification or eligibility.

- 2.1.11 The West Chicago Trustee/Licensee shall use the West Chicago Trust Environmental Cost Account for the REF to fund future Environmental Actions and certain past and future oversight costs of IEMA with respect to the REF in accordance with Paragraph 107(b) of the Settlement Agreement, and to fund the completion of Environmental Actions at Kress Creek pursuant to Section 2.4.3.2. The West Chicago Trustee/Licensee shall use the West Chicago Trust Environmental Cost Account for the Owned RAS Properties to fund future Environmental Actions and certain future oversight costs of the State of Illinois and US EPA with respect to the Owned RAS Properties. The West Chicago Trustee/Licensee shall use the West Chicago Trust Work Account for the Non-Owned RAS Properties to fund future Environmental Actions for the Non-Owned RAS Properties; however, these funds may not be used for future oversight costs of the State of Illinois and US EPA with respect to the Non-Owned RAS Properties. The West Chicago Trustee/Licensee shall use the West Chicago Trust Work Account for Kress Creek to fund future Environmental Actions for Kress Creek; however, these funds may not be used for future oversight costs of the State of Illinois and US EPA with respect to Kress Creek. The West Chicago Trustee/Licensee shall use the West Chicago Trust Administrative Account to fund the West Chicago Administrative Costs approved by the United States and the State of Illinois, and the change of occupancy fees and the permit fees referenced in Section 2.11.

2.1.12 The Settlers and the West Chicago Trustee/Licensee will compile within ten (10) days after the Effective Date, a complete list of all permits, licenses, and similar instruments for the operation of the West Chicago Trust Assets currently held by Settlers. The West Chicago Trustee/Licensee, with the cooperation of the Settlers as may be requested, either will cause such permits, licenses and similar instruments to be transferred to the West Chicago Trustee/Licensee as of the Effective Date, or will apply for the issuance to the West Chicago Trustee/Licensee of replacement permits, licenses and similar instruments.

2.2 Objective and Purpose

2.2.1 The exclusive purposes and functions of the West Chicago Trust are to: (i) act as successor to Settlers solely for the purpose of performing, managing, and funding implementation of Environmental Actions selected by US EPA for (a) RAS Properties and (b) for Kress Creek, pursuant to the Federal West Chicago Consent Decree and the Local Communities Consent Decree; (ii) act as successor to the Settlers under the REF License solely for the purpose of performing, managing, and funding implementation of Environmental Actions at the REF; (iii) use all reasonable efforts, by and through the West Chicago Trustee/Licensee, to secure Title X Reimbursements owed after the Effective Date from the Department of Energy, to which the West Chicago Trustee/Licensee is legally entitled based on Environmental Actions performed by or on behalf of Settlers and the West Chicago Trust (and regardless of whether further Environmental Actions continue to be necessary at Kress Creek, the RAS Properties, or the REF); (iv) own the West Chicago Owned Sites; (v) carry out administrative functions related to the performance of Environmental Actions by or on behalf of the West Chicago Trust at Kress Creek and the RAS Properties, and other administrative functions with respect to the West Chicago Owned Sites; (vi) ultimately sell, transfer or otherwise dispose or facilitate the reuse of all or part of the Owned RAS Properties (including, but not limited to, any appurtenances, machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible property on the Owned RAS Properties that are transferred to the West Chicago Trust), if possible; (vii) ultimately sell or transfer the REF to the City of West Chicago, pursuant to the conditions and terms set forth in Section 2.11.3 herein; and (viii) to act as successor to Settlers for the purpose of complying with the provisions of the Kress Creek Settlement Agreement. The actions of the West Chicago Trust and the West Chicago Trustee/Licensee in its representative capacity, including, without limitation, the sale, lease or other disposition of some or all of the West Chicago Assets, and the performance by the West Chicago Trustee/Licensee of its duties pursuant to the Settlement Agreement and this Agreement shall not be deemed an engagement in any trade or business.

2.2.2 The West Chicago Trust is established pursuant to this Agreement and the Settlement Agreement and approved by the Bankruptcy Court for the sole purpose of resolving claims asserting environmental liabilities of Settlers with respect to the West Chicago Trust Sites. The Bankruptcy Court shall retain continuing jurisdiction over the West Chicago Trust. The West Chicago Trust is intended by the Parties to be classified as a qualified settlement fund pursuant to the QSF Regulations.

2.3 Holder of West Chicago Trust Assets

From the Effective Date, the West Chicago Trust shall be the exclusive holder of the West Chicago Trust Assets and West Chicago Trust Accounts described herein for purposes of 31 U.S.C. § 3713(b).

2.4 Management of West Chicago Trust Assets

2.4.1 Consistent with this Agreement and the Settlement Agreement, the West Chicago Trustee/Licensee shall use the West Chicago Trust Environmental Cost Accounts and West Chicago Trust Work Accounts for the purposes set forth in Section 2.1.11.

2.4.2 The West Chicago Trustee/Licensee may enter into additional consent decrees or consent orders with the United States and/or the State of Illinois, and may perform work pursuant to Unilateral Administrative Orders issued by US EPA, to facilitate implementation of this Section with respect to the West Chicago Trust Sites, to the extent of available funds and subject to the terms of the Settlement Agreement and this Agreement.

2.4.3 Transfers of Funds from the West Chicago Trust Accounts.

2.4.3.1 Transfers from the West Chicago Trust Administrative Account. US EPA, IEMA and the Local Communities may jointly direct the West Chicago Trustee/Licensee to transfer 30% of the funds initially deposited in the West Chicago Trust Administrative Account into the West Chicago Trust Work Account for Kress Creek.

2.4.3.2 Transfers from the West Chicago Trust Environmental Cost Account for the REF. To facilitate completion of Environmental Actions at Kress Creek in a timely manner, IEMA authorizes the West Chicago Trustee/Licensee to transfer up to a total of \$14,000,000.00 in funds from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek to pay for transportation and disposal costs as follows: (i) First, within 30 days after the Effective Date, and upon receipt and review of applicable invoices for costs incurred for transportation and disposal during the 2010 construction season through the Effective Date, the West Chicago

Trustee/Licensee shall transfer funds in the total amount of transportation and disposal invoices during the 2010 construction season through the Effective Date, from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek; and (ii) Second, upon receipt of an invoice or invoices for transportation and disposal costs of materials from Kress Creek, the Owned RAS Properties, and the Non-Owned RAS Properties that were incurred after the Effective Date, the West Chicago Trustee/Licensee shall transfer the amount of the invoices due and owing from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek to provide for payment pursuant to the terms of the invoice(s). The West Chicago Trustee/Licensee shall maintain funds in the West Chicago Trust Environmental Cost Account for the REF as long as possible consistent with the terms of the invoices in order to provide for the generation of interest. If any portion of the transferred REF funds remains after payment of all transportation and disposal costs described herein, those funds shall be returned to the West Chicago Trust Environmental Cost Account for the REF.

2.4.3.3 Transfers from the West Chicago Trust Title X Account. In the event that the West Chicago Trustee/Licensee is directed to transfer funds deposited in the West Chicago Trust Administrative Account into the West Chicago Trust Work Account for Kress Creek any funds that become available to the West Chicago Trust Title X Account shall be transferred to the West Chicago Trust Administrative Account until such time as the funds transferred are restored (with no provision for interest).

2.4.3.4 Subject to Section 2.4.3.3, the West Chicago Trustee/Licensee shall allocate any funds from the West Chicago Trust Title X Account as money becomes available according to the following priority list: (i) first, to the West Chicago Trust Work Account for Kress Creek, in a total amount not to exceed \$17,000,000.00 (including Title X Reimbursements relating to approved reimbursement requests submitted to Department of Energy after April 1, 2010); (ii) second, to the West Chicago Trust Environmental Cost Account for the REF to replenish the West Chicago Trust Environmental Cost Account for the REF in the amount of funds previously transferred to the West Chicago Trust Work Account for Kress Creek; (iii) third, to the West Chicago Trust Environmental Cost Account for the Owned RAS Properties or to the West Chicago Trust Work Account for the Non-Owned RAS Properties, to fund site evaluations and/or to fund remaining Environmental Actions identified as of the Effective Date; (iv) fourth, to the West Chicago Special Account to replenish the

balance of the West Chicago Special Account up to the sum of the amounts contained in the West Chicago Special Account at the Effective Date and any amount of West Chicago Special Account funds transferred by US EPA to the Kress Creek Escrow Account prior to the Effective Date, provided, however, that the West Chicago Special Account shall be reimbursed first unless the West Chicago Trustee/Licensee determines, with the approval of US EPA and IEMA, that any of the other West Chicago Trust Sites has a need for additional funding for remaining Environmental Actions in which case those other West Chicago Trust Sites shall receive such funding; (v) fifth, to the extent allowed by law, to reimburse all Superfund monies provided to any of the West Chicago Trust Work Accounts, if any, in full or in part; (vi) sixth, with the approval of US EPA and IEMA, to the Multistate Trust Environmental Cost Account for any site located in the State of Illinois; (vii) seventh, in accordance with instructions to be provided by the United States Department of Justice and the relevant States, to the Henderson Trust Environmental Cost Account, the Cimarron Trust Environmental Cost Account, the Savannah Trust Environmental Cost Account, or any of the Multistate Trust Environmental Cost Accounts or Work Accounts if there are remaining Environmental Actions to be performed at the Owned Funded Sites or the Non-Owned Service Stations and a need for additional trust funding, with the allocation among such Environmental Cost or Work Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (viii) eighth, to Non- Owned Sites with a need for additional funding beyond the distributions received pursuant to Paragraph 117 of the Settlement Agreement and from the Anadarko Litigation Proceeds; and (ix) ninth, to the Superfund.

2.4.3.5 Notwithstanding any other provision in this Settlement Agreement, with respect to any West Chicago Trust Environmental Cost Account or West Chicago Trust Work Account, in no event shall funds be removed from an account without the express written consent of the Lead Agency for that account, except that IEMA hereby approves the transfer of funds from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek pursuant to this Section 2.4.3.

2.4.4 After US EPA, IEMA and/or IEPA (in its capacity as the Lead Agency) has confirmed to the West Chicago Trustee/Licensee that all final Environmental Actions have been completed pursuant to the Federal West Chicago Consent Decree, the Local Communities Consent Decree, the Kress Creek Settlement Agreement and the REF License, and as otherwise required under applicable law, and all related costs have been finally

disbursed with respect to each West Chicago Trust Site, any funds remaining in that site's Environmental Cost Account or Work Account shall be transferred in the following order: (i) first, to the West Chicago Trust Work Account for Kress Creek to fund remaining Environmental Actions at Kress Creek; (ii) second, to the West Chicago Trust Environmental Cost Account for the REF to replenish that account in the amount of funds transferred to the West Chicago Trust Work Account for Kress Creek; (iii) third, to the West Chicago Trust Environmental Cost Account for the Owned RAS Properties or the West Chicago Trust Work Account for the Non-Owned RAS Properties, to fund site evaluations and/or to fund remaining Environmental Actions identified as of the Effective Date; (iv) fourth, to the West Chicago Special Account to replenish the balance of the West Chicago Special Account up to the sum of the amounts contained in the West Chicago Special Account at the Effective Date and any amount of West Chicago Special Account funds transferred by US EPA to the Kress Creek Escrow Account prior to the Effective Date, provided, however, that the West Chicago Special Account shall be reimbursed first unless the West Chicago Trustee/Licensee determines, with the approval of US EPA and IEMA, that any of the other West Chicago Trust Sites has a need for additional funding for remaining Environmental Actions in which case those other West Chicago Trust Sites shall receive such funding; (v) fifth, to the extent allowed by law, to reimburse all Superfund monies provided to any of the West Chicago Trust Work Accounts, if any, in full or in part; (vi), sixth, with the approval of US EPA and IEMA, to the Multistate Trust Environmental Cost Account for any site located in the State of Illinois; (vii) seventh, in accordance with instructions to be provided by the United States Department of Justice and the relevant States, to the Henderson Trust Environmental Cost Account, the Cimarron Trust Environmental Cost Account, the Savannah Trust Environmental Cost Account, or any of the Multistate Trust Environmental Cost Accounts or Work Accounts if there are remaining Environmental Actions to be performed at Owned Sites or certain Non-Owned Sites in those Trusts and a need for additional trust funding, with the allocation among such Environmental Cost or Work Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (viii) eighth, to Non-Owned Sites with a need for additional funding beyond the distributions received pursuant to Paragraph 117 of the Settlement Agreement, and from the Anadarko Litigation Proceeds; and (ix) ninth, to the Superfund.

- 2.4.5 Annually, beginning with the first year after the Effective Date, the West Chicago Trustee/Licensee shall provide the United States and the State of Illinois with an update of anticipated future West Chicago Administrative Costs. The United States may thereafter instruct in writing after consultation with the State of Illinois and the West Chicago Trustee/Licensee that any conservatively projected surplus funding in the West Chicago Trust Administrative Account be transferred to one or more

of the other West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts established under the Settlement Agreement for a West Chicago Trust Site if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (i)-(ix) in the immediately preceding Section. If there is an anticipated shortfall in the West Chicago Trust Administrative Account based on anticipated future West Chicago Administrative Costs, funds from either of the West Chicago Trust Environmental Cost Accounts may be transferred to the West Chicago Trust Administrative Account, upon the joint discretion of the Lead Agency and the Non-Lead Agency, if applicable, for the respective West Chicago Trust Environmental Cost Account.

2.5 Work Performed and Disbursements by the West Chicago Trust

Payments from the West Chicago Trust shall be made as provided in accordance with Subparagraphs 105(e)-(g) of the Settlement Agreement and Article III below.

2.6 Investment and Safekeeping of West Chicago Trust Assets

2.6.1 The West Chicago Trust Assets shall be held in trust and segregated. All interest, dividends, and other revenue earned in a West Chicago Trust Account shall be retained in the respective West Chicago Trust Account and used only for the same purposes as the principal in that account as provided in this Agreement and the Settlement Agreement, subject to any reallocation approved by the State of Illinois, the United States and, as applicable, the Local Communities, in accordance with the terms of this Agreement and the Settlement Agreement. The West Chicago Trustee/Licensee shall be under no liability to earn income or interest on any moneys received by the West Chicago Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest shall actually be received by the West Chicago Trust. Any moneys held by the West Chicago Trust, including without limitation the West Chicago Trust Assets, the West Chicago Trust Proceeds, or any income earned by the West Chicago Trust, shall be invested, and the West Chicago Trustee/Licensee shall have the right and power to so invest such assets (pending periodic distributions in accordance with Article III hereof), in any combination of (a) demand and time deposits, such as checking and savings accounts, and certificates of deposit, in banks or other savings institutions, (b) any other investment vehicle that cannot result in a reduction of the principal amount originally invested, or (c) any other investment vehicle approved in writing by the Lead Agency for the particular West Chicago Trust Environmental Cost Account or Work Account, or approved in writing by the State of Illinois and the United States for the West Chicago Trust Administrative Account and the West Chicago Trust Title X Account.

Provided, however, that with respect to any investment under this Section 2.6.1, all certificates of deposit must be with a domestic office of any national or state bank or trust company organized under the laws of the United States or any state and having capital, surplus, and undivided profits of at least \$750,000,000, or in such institutions not meeting this specified capital requirement to the extent that the deposits are federally insured.

- 2.6.2 The West Chicago Trustee/Licensee is expressly prohibited from holding any or all of the West Chicago Trust Assets in a common, commingled or collective trust fund and from holding any or all of the West Chicago Trust Assets in a common, commingled or collective trust fund with the assets of any other entity. However, the funds provided for administrative expenses can be held in one account.
- 2.6.3 Nothing in this Section shall be construed as authorizing the West Chicago Trustee/Licensee to cause the West Chicago Trust to carry on any business or to divide the gains therefrom, including without limitation, the business of an investment company, a company “controlled” by an “investment company,” required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.6 is to authorize the investment of the funds in the West Chicago Trust Accounts or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the West Chicago Trust.
- 2.6.4 The West Chicago Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Beneficiary so long as such written direction is not inconsistent with this Agreement and the Settlement Agreement.

2.7 Insurance Policy to Cover Future Response Actions

Only at the direction of the United States and the State of Illinois shall the West Chicago Trustee/Licensee investigate the possible purchase of an insurance policy to cover future Environmental Actions at the West Chicago Owned Sites. If, and only if, the United States and the State of Illinois unanimously direct the West Chicago Trustee/Licensee in writing to purchase such insurance, shall the West Chicago Trustee/Licensee use West Chicago Trust Assets to purchase such insurance.

2.8 Access and Deed Restrictions

The West Chicago Trustee/Licensee shall provide the United States, the State of Illinois, and their representatives and contractors access to all portions of the West Chicago Trust Sites at all reasonable times for the purposes of conducting Environmental Actions at or near the West Chicago Trust Sites. With respect to Kress Creek, the West Chicago Trustee/Licensee shall also provide the Forest Preserve District of DuPage County and their representatives and contractors access to all portions of the site at all reasonable times for the purposes of conducting

Environmental Actions at or near the site. The West Chicago Trustee/Licensee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by the United States and IEPA for restrictions on use of the Owned RAS Properties, or requested by IEMA for restrictions on the use of the REF, in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any restrictions requested by IEMA shall not be inconsistent with the lease and transfer of the REF to the City of West Chicago for use as a park and for recreational purposes as provided herein. Additionally, the West Chicago Trustee/Licensee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to the REF and the Owned RAS Properties. Any existing easements or deed restrictions of record as to the West Chicago Owned Sites prior to the Effective Date of the Settlement Agreement shall survive the Settlement Agreement.

2.9 Accounting

The West Chicago Trustee/Licensee shall maintain proper books, records, and accounts relating to all transactions pertaining to the West Chicago Trust, and the assets and liabilities of the West Chicago Trust in such detail and for such period of time as may be necessary to enable the West Chicago Trustee/Licensee to make full and proper accounting in respect thereof in accordance with Article VI below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or by the Settlement Agreement, the West Chicago Trustee/Licensee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the West Chicago Trust, or as a condition for making any payment or distribution out of the West Chicago Trust Assets. Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the West Chicago Trustee/Licensee to inspect such books and records.

2.10 Termination

Consistent with the terms of the Settlement Agreement, the West Chicago Trustee/Licensee shall not unduly prolong the duration of the West Chicago Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims against West Chicago Trust Assets and to effect the distribution of West Chicago Trust Assets and other receipts relating thereto to the Beneficiaries and the others who receive distributions hereunder in accordance with the terms hereof, and to terminate the West Chicago Trust as soon as practicable consistent with this Agreement and the Settlement Agreement.

2.11 Property Disposition

The Settlers have requested that the City of West Chicago allow transfer of the West Chicago Owned Sites without occupancy inspections and code compliance. In return for the City of West Chicago's agreement to allow such transfer to take place to facilitate the creation and effectiveness of this Trust Agreement, once these properties are transferred to the West Chicago Trustee, the West Chicago Trustee shall have each property inspected for code compliance, pay all change of occupancy fees and repair any code violations to meet all applicable code provisions within thirty days of the Effective Date. If any structure on any of these properties is to be demolished as opposed to being renovated to meet City Code requirements, such a demolition permit shall be applied for from the City of West Chicago

within thirty days of the effective date of this Agreement and demolition shall take place within ninety days of the issuance of that permit and payment of all permit fees. Notwithstanding anything to the contrary herein, all of these fees and expenses shall be paid by the Trustee from the West Chicago Trust Administrative Account. Notwithstanding the foregoing, Settlers shall have no responsibility to obtain the occupancy inspections and comply with City Code requirements with respect to the West Chicago Owned Sites.

2.11.1 The United States and the State of Illinois may at any time propose in writing to take ownership of the Owned RAS Properties or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by the United States and the State of Illinois (after consultation with the West Chicago Trustee/Licensee). The West Chicago Trustee/Licensee may, at any time, seek the approval of the United States and the State of Illinois for the sale or lease or other disposition of all or part of the Owned RAS Properties. The West Chicago Trustee/Licensee shall also take all necessary steps to effectuate the transfer of the REF to the City of West Chicago, as set forth in Section 2.11.3 below. However, neither the United States nor the State of Illinois shall be required to accept an ownership interest in remaining properties upon termination of the West Chicago Trust.

2.11.2 Subject to the approval of the United States and the State of Illinois, the West Chicago Trustee/Licensee may propose a sale, lease, or disposition of the Owned RAS Properties that includes funding from, or the retention of some portion of liability by, the West Chicago Trust Environmental Cost Account for the Owned RAS Properties and/or the West Chicago Trust Administrative Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the West Chicago Trust's total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition under this Section, any net proceeds from the sale or lease or other disposition shall be payable to the West Chicago Trust Environmental Cost Account for the Owned RAS Properties and/or the West Chicago Trust Administrative Account in a proportion approved by the United States and the State of Illinois in writing.

2.11.3 Transfer of REF Property to the City of West Chicago. The West Chicago Trustee/Licensee shall also take all necessary steps to effectuate the lease and transfer of title of all of the property constituting the REF to the City of West Chicago in accordance with the following conditions.

2.11.3.1 The REF will be leased and then sold to the City of West Chicago for use as a park and recreational field site as further described herein and in the Settlement Agreement. The price for the lease is \$1.00 for every ten years with the provision for renewal of at least ten (10) ten-year periods.

The price for purchase of the entire REF acreage is an additional \$1.00. The City of West Chicago and IEMA desire that transfer of the REF take place as soon as is practicable.

2.11.3.2 The schedule for leasing any portions of the REF to the City of West Chicago is subject to completion and compliance with the REF License requirements at those portions of the REF. The West Chicago Trustee/Licensee shall obtain approval from IEMA, pursuant to the terms of the REF License, prior to leasing any portion of the REF to the City of West Chicago. Portions of the REF may be leased to the City of West Chicago with IEMA approval before completion of the Closure Plan for the entire REF. The Trustee, IEMA and the City of West Chicago acknowledge and agree that portions of the REF may be leased to the City of West Chicago prior to the completion of the groundwater remediation at the REF.

2.11.3.3 The schedule for selling the REF to the City of West Chicago is subject to completion of the Closure Plan at the REF and termination of the REF License. Upon termination of the REF License, the West Chicago Trustee/Licensee shall transfer ownership of the entire REF to the City of West Chicago.

2.11.3.4 Future use of the REF by the City of West Chicago is as a park and recreational fields; the proposed design of the park and recreational fields are depicted in the Final Remediation Plan figure that is attached to the Phase 2 Final Agreement. The West Chicago Licensee/Trustee and its contractors, and IEMA as the licensing agency, will use their best efforts to: keep wells and piping out of the field envelopes, flush mount wells to the extent possible, vegetatively screen those wells which cannot be flush mounted, and place all piping underground.

2.11.3.5 The West Chicago Trustee/Licensee will vegetate (seed) and grade the REF prior to lease or sale consistent with future use as a park and recreational space.

2.11.3.6 The West Chicago Trustee/Licensee and its contractors will not disturb the portions of the REF leased or sold to the City of West Chicago or interfere with City of West Chicago use without prior notice and agreement from the City of West Chicago; provided that, agreement from the City of West Chicago is not required for installation,

maintenance and monitoring of groundwater wells and piping. Any disturbance due to the West Chicago Trustee/Licensee's access or work to the property leased or sold to the City of West Chicago shall be repaired by the West Chicago Trustee/Licensee to return the property to its pre-access or disturbance condition at no cost to the City of West Chicago.

2.11.3.7 The City of West Chicago shall allow the West Chicago Trustee/Licensee, IEMA, and their respective contractors access to those portions of the REF leased/sold to it for purposes of completing Closure Plan work.

2.11.3.8 The West Chicago Trustee/Licensee shall refer to the following provisions of the Phase 2 Final Agreement as guidance in drafting applicable documents: Paragraph 12, the Final Remediation Plan for the Kerr-McGee Chemical Corporation West Chicago Rare Earths Facility (Exhibit B) and the Lease (Exhibit D).

2.11.3.9 The West Chicago Trustee/Licensee is bound to implement the terms of the REF License. The REF License shall control in the event of a conflict between any other term or condition of this Agreement, the Settlement Agreement, the Phase 2 Final Agreement or its attachments, or any other agreement. Notwithstanding the foregoing, for the avoidance of doubt, it is agreed that the West Chicago Trustee/Licensee shall have no obligation to implement the REF License or perform work required by the REF License if the cost of such work exceeds the value of the West Chicago Trust Environmental Cost Account for the REF.

2.11.3.10 Notwithstanding any other provision herein, the West Chicago Trust Environmental Cost Account for the REF shall only be used for work approved in the REF License issued by IEMA for the REF and in accordance with Paragraph 107(b) of the Settlement Agreement, unless otherwise approved in writing by the Lead Agency consistent with Paragraph 101(e) of the Settlement Agreement.

2.11.3.11 The West Chicago Trustee/Licensee will confer with the City of West Chicago regarding ongoing work at the REF as reasonably requested by the City of West Chicago.

2.11.4 The parties agree that the rule against perpetuities does not apply to the West Chicago Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the West Chicago Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the West Chicago Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the West Chicago Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the West Chicago Trust shall automatically terminate as to such property upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the West Chicago Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant property or properties as to which the West Chicago Trust is terminated shall be transferred outright and free of trust to or at the direction of the United States in consultation with any of the States in which the relevant property or properties are located, provided, however, that the disposition of all relevant property or properties shall be governed by applicable state and federal law, or by agreement of the West Chicago Trustee/Licensee, the United States, and the applicable State, or by order of the Court, and further provided that neither the United States nor the State of Illinois will be required to accept an ownership interest in the relevant property or properties as to which the West Chicago Trust is terminated.

ARTICLE III WORK AND DISTRIBUTIONS

3.1 West Chicago Trust Accounts

The West Chicago Trustee/Licensee shall establish, maintain and hold trust accounts consistent with the Settlement Agreement and Section 2.1 of this Agreement, to administer the West Chicago Trust Assets and distributions therefrom. The West Chicago Trustee/Licensee shall also maintain a dedicated West Chicago Trust Administrative Account for administrative funds, which shall be used solely to pay the costs of administering the West Chicago Trust as set forth herein.

3.2 Payments by the West Chicago Trust

Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year following the Effective Date, the West Chicago Trustee/Licensee shall provide to

US EPA and IEMA a statement for each of the West Chicago Trust Environmental Cost and Work Accounts showing the balance of each cost account and proposed budget for the coming year as described in Sections 3.2.1 and 3.2.3 of this Agreement. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant West Chicago Trust Environmental Cost or West Chicago Trust Work Account after consultation with the Non-Lead Agency, if such consultation is requested. The West Chicago Trustee/Licensee shall not pay any expense that has not been provided for in the applicable budget approved by the Lead Agency except that claims by a governmental agency shall be paid in accordance with Paragraph 105(e)-(g) of the Settlement Agreement.

3.2.1 Administrative Expenses of the West Chicago Trust

Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year, the West Chicago Trustee/Licensee shall provide the United States and the State of Illinois with an annual budget for administration of the West Chicago Trust for review and approval or disapproval by the United States and the State of Illinois. If disapproved, such budget shall be revised and resubmitted as expeditiously as possible. No administrative expenses may be incurred or paid by the West Chicago Trustee/Licensee that are inconsistent with the approved budget, unless the United States and the State of Illinois approves the request of the West Chicago Trust for the authority to perform an administrative action, before the budget has been approved, or a revised budget; provided, however, that the West Chicago Trustee/Licensee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Each annual budget shall include a future year forecast of administrative expenditures, with annual details for at least the next three years (or such longer period as the United States and the State of Illinois shall reasonably request). The West Chicago Trust shall regularly, but not less often than annually, and otherwise upon the reasonable request of the United States or the State of Illinois, provide documentation to the United States and the State of Illinois to substantiate compliance with the applicable approved budget and application of West Chicago Trust Assets consistently with the terms of this Agreement and the Settlement Agreement. The approved budget shall be funded by the transfer of the approved amount from West Chicago Trust Assets.

3.2.2 Remuneration for West Chicago Trustee/Licensee's Start-Up Fees and Expenses

The West Chicago Trustee/Licensee shall be entitled to remuneration from the West Chicago Trust Administrative Account of up to \$400,000.00 for its reasonable fees and expenses in connection with the formation of the West Chicago Trust prior to the Effective Date. Where the West Chicago Trustee/Licensee, the United States, and the relevant Lead Agency agree that the West Chicago Trustee/Licensee accrued pre-Effective Date fees

and expenses in furtherance of activities that post-Effective Date would constitute Environmental Actions, those pre-Effective Date fees and expenses shall be paid from the Environmental Cost Accounts. After the Effective Date, the West Chicago Trustee/Licensee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for approval by the United States and the State of Illinois. The West Chicago Trustee/Licensee will calculate such fees and expenses using the following “cost plus fixed fee” formula:

- a) Direct costs, such as raw hourly labor rates or external costs (including without limitation equipment and material purchases and subcontractor services), plus;
- b) Indirect costs, such as breakeven overhead, fringe benefits, and general and administrative costs equal to the West Chicago Trustee/Licensee’s most recent federal cognizant audit agency rate (currently, the Defense Contract Audit Agency rate), plus;
- c) For each category listed below, a fee equal to the corresponding percentage calculated on the sum of (a) and (b) immediately above:
 - i. 3% for the West Chicago Trustee/Licensee’s employees dedicated to any of the West Chicago Trust Sites.
 - ii. 7% for other labor and external costs, except for the costs set forth in (iii) through (vi) below.
 - iii. 3% for contractor costs related to the performance of Environmental Actions at Kress Creek
 - iv. 3% for 11(e)2 byproduct transportation and disposal costs.
 - v. 0% for counsel to the West Chicago Trust and/or the West Chicago Trustee/Licensee and for any public accounting firm retained by the West Chicago Trust pursuant to Section 4.4 of this Agreement.
 - vi. 0% for Beneficiary oversight costs.

3.2.3 Environmental Expenses of the West Chicago Trust

Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year following the Effective Date, the West Chicago Trustee/Licensee shall provide to US EPA and IEMA a statement for each of the West Chicago Trust Environmental Cost Accounts and the West Chicago Trust Work Accounts showing the balance of each account and proposed budget for the coming year. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant

West Chicago Trust Environmental Cost or West Chicago Trust Work Account after consultation with the Non-Lead Agency, if such consultation is requested. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. No expenses may be incurred or paid by the West Chicago Trustee/Licensee that are inconsistent with an approved budget, unless the Lead Agency after consultation with the Non-Lead Agency, if such consultation is requested, approves an emergency response action or a revised budget; provided, however, that the West Chicago Trustee/Licensee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Further, by January 1 of each year during the term of the West Chicago Trust and within nine (9) months after termination of the West Chicago Trust, the West Chicago Trustee/Licensee shall prepare and submit to the Beneficiaries an annual report with respect to each of the West Chicago Trust Environmental Cost Accounts and West Chicago Trust Work Accounts. The annual report shall pertain to the prior calendar year, or if the report is a final report, such period from the most recent annual report to the termination of the West Chicago Trust Environmental Cost Accounts and West Chicago Trust Work Accounts.

3.2.4 Reimbursement of Agencies and Performance of Environmental Action by Trust

3.2.4.1. The West Chicago Trustee/Licensee shall pay funds from the West Chicago Trust Environmental Cost Account for the REF and the West Chicago Trust Environmental Cost Account for the Owned RAS Properties to the Lead Agency making a written request for funds for reimbursement within 10 days following such request, for costs incurred for the REF or the Owned RAS Properties. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, (ii) specify what the funds were used for, and (iii) certify that they were used only for Environmental Actions, certain past costs and future oversight costs incurred after the Effective Date by the Lead Agency with respect to that site. The West Chicago Trustee/Licensee shall also pay funds from the West Chicago Trust Environmental Cost Account for the Owned RAS Properties to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to that site. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, (ii) specify what the funds were used for, and (iii) certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to the Owned RAS Properties.

- 3.2.4.2 The West Chicago Trustee/Licensee shall pay funds from the West Chicago Trust Work Account for Kress Creek and the West Chicago Trust Work Account for the Non-Owned RAS Properties to the Lead Agency making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, (ii) specify what the funds were used for, and (iii) certify that they were used only for Environmental Actions. The West Chicago Trustee/Licensee shall also pay funds from the West Chicago Trust Work Account for Kress Creek and the West Chicago Trust Work Account for the Non-Owned RAS Properties to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to either site. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.3 above, (ii) specify what the funds were used for, and (iii) certify that they were used only for Environmental Actions performed by the Non-Lead Agency with respect to Kress Creek or the Non-Owned RAS Properties, and will not be used to reimburse the Lead Agency or the Non-Lead Agency for oversight costs. The funds paid pursuant to this Subsection 3.2.4.2 may not be used to reimburse the Lead Agency or Non-Lead Agency for oversight costs.
- 3.2.4.3 In the case of requests by the Lead Agency to the West Chicago Trustee/Licensee to use the funds from a particular West Chicago Trust Environmental Cost or West Chicago Trust Work Account to perform Environmental Actions in accordance with the approved budget set forth in Section 3.2.3 above, the West Chicago Trustee/Licensee shall utilize the funds and interest earned thereon from that West Chicago Trust Environmental Cost or West Chicago Trust Work Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency.
- 3.2.5 Contractor Approval. The West Chicago Trustee/Licensee shall seek the approval of the Lead Agency of any contractor hired by the West Chicago Trustee/Licensee and any work plans to be undertaken by the West Chicago Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. Each contractor and subcontractor shall maintain commercial comprehensive general liability insurance of at least \$2,000,000.00, unless either a higher amount is required by a consent decree, or a lower amount is approved in writing by the relevant Lead Agency, and name the West Chicago Trust as an additional insured.

3.3 Review of Site Plans.

The West Chicago Trustee/Licensee, IEMA, IEPA and US EPA shall designate a contact for each West Chicago Trust Site. Upon request, the West Chicago Trustee/Licensee shall provide to IEMA, IEPA, and US EPA electronic or paper copies of technical memoranda, scopes of work, work plans, progress reports, and cost estimates and cost expenditures at the same time as the West Chicago Trustee/Licensee distributes those documents to the Lead Agency for each West Chicago Trust Site. With respect to Kress Creek, all such documents shall also be provided to the Forest Preserve District of DuPage County and the Local Communities Representative for their review in accordance with the Local Communities Consent Decree. Upon request, the West Chicago Trustee/Licensee shall also provide copies of each West Chicago Trust Environmental Cost Account and the West Chicago Trust Work Account statement, work schedule, and budget to IEMA, IEPA, and US EPA, as those documents are generated. IEMA, IEPA or US EPA may contact each other or the West Chicago Trustee/Licensee for information purposes. However, each Lead Agency fully reserves its authority, rights and responsibilities to make decisions regarding its respective West Chicago Trust Environmental Cost Account or Work Account. The West Chicago Trustee/Licensee shall also provide an update on completed and scheduled work and other activities, especially of interest to the public, related to their respective West Chicago Trust Site(s) at the regularly scheduled Intergovernmental Forum.

3.4 Liens by Government

Subject to the other provisions of this Article III, the West Chicago Trust hereby grants to the West Chicago Trustee/Licensee, the United States, and the State of Illinois a first-priority lien on and security interest in the West Chicago Trust Accounts to secure the payment of all amounts owed to, accrued or reserved on account of the West Chicago Trust or to be retained by the West Chicago Trustee/Licensee hereunder or otherwise due hereunder. However, only the West Chicago Trustee/Licensee shall have a first-priority lien on and security interest in the West Chicago Trust Administrative Account. Only IEMA shall have a first-priority lien on and security interest in the West Chicago Trust Environmental Cost Account for the REF. Only the Lead Agency shall have a first-priority lien on and security interest in the West Chicago Trust Environmental Cost Account for the Owned RAS, the West Chicago Trust Work Account for the Non-Owned RAS, and the West Chicago Trust Work Account for Kress Creek. Only the United States and the State of Illinois shall have a first-priority lien and security interest in the West Chicago Trust Title X Account. The Parties acknowledge, however, that unless an agreement, in the nature of a security and control account agreement, is signed with the financial institution(s) with whom the West Chicago Trust Accounts are invested, the liens and security interest described in this Section 3.4 will not be perfected liens and security interests entitled to priority.

3.5 Manner of Payment

Cash payments made by the West Chicago Trust pursuant to the Settlement Agreement and this Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured selected by the West Chicago Trustee/Licensee, or by wire transfer from such a domestic bank, at the option of the West Chicago Trustee/Licensee.

ARTICLE IV
THE WEST CHICAGO TRUSTEE/LICENSEE

4.1 Appointment

4.1.1 Weston Solutions, Inc., a Pennsylvania corporation qualified to do business as a foreign corporation in the State of Illinois, not individually but solely in its representative capacity, is appointed to serve as the West Chicago Trustee/Licensee, to serve as the West Chicago Trustee/Licensee to administer the West Chicago Trust and the West Chicago Trust Assets, in accordance with the Settlement Agreement and this Agreement, and the West Chicago Trustee/Licensee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date of this Agreement.

4.1.2 The West Chicago Trustee/Licensee shall obtain environmental, general and professional liability insurance in the sum of \$10,000,000.00. In the alternative, after consultation with the respective Lead Agencies, the West Chicago Trust may obtain the services of an environmental consultant to implement the future Environmental Actions (the "Consultant"), that shall obtain environmental, general and professional liability insurance in the sum of \$10,000,000.00 or such lesser amount as agreed to by the West Chicago Trust after consultation with the United States and the State of Illinois. The Consultant shall ensure that its contractors or subcontractors satisfy all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing Environmental Actions on behalf of the West Chicago Trustee/Licensee. The beneficiary of the insurance policies shall be the West Chicago Trust and shall cover negligence committed by the Consultant in implementing the future Environmental Actions or any other negligence committed by the Consultant. The legal relationship of the Consultant to the West Chicago Trust and West Chicago Trustee/Licensee is that of an independent contractor professional, not that of an entity employed by the West Chicago Trust or the West Chicago Trustee/Licensee. The Consultant shall not be deemed a West Chicago Trust Party. The insurance requirements contained in this Agreement shall be in addition to, and not in place of, the insurance requirements in the Federal West Chicago Consent Decree and the Local Communities Consent Decree, and the West Chicago Trustee/Licensee's obligations to comply with such.

4.2 Generally

The West Chicago Trustee/Licensee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the West Chicago Trust, this Agreement and the Settlement Agreement and not otherwise. The West Chicago Trustee/Licensee shall have the authority to bind the West Chicago Trust, and any successor West Chicago Trustee/Licensee, or successor or assign of the West Chicago Trust, but shall for

all purposes hereunder be acting in its representative capacity as West Chicago Trustee/Licensee and not individually. Notwithstanding anything to the contrary contained herein, (a) the West Chicago Trustee/Licensee shall not be required to take action or omit to take any action if, after the advice of counsel, the West Chicago Trustee/Licensee believes in good faith such action or omission is not consistent with the West Chicago Trustee/Licensee's fiduciary duties, and (b) the West Chicago Trustee/Licensee may, subject to the budget approval requirements set forth in Section 3.2.3 and the contractor approval requirements set forth in Section 3.2.5, perform any work required to be performed hereunder, which, itself, shall be deemed not to violate any prohibition against self-dealing under statutory or common law, or any breach of fiduciary duty, it being the intent of the Parties that the West Chicago Trustee/Licensee may perform Environmental Actions under this Agreement, subject to the budget approval requirements set forth in Section 3.2.3 and the contractor approval requirements set forth in Section 3.2.5. The West Chicago Trustee/Licensee shall have no obligations to perform any activities for which the relevant Environmental Cost Account lacks sufficient funds.

4.3 Powers

In connection with the administration of the West Chicago Trust, except as otherwise set forth in this Agreement or the Settlement Agreement, the West Chicago Trustee/Licensee is authorized to perform, manage and fund the implementation of Environmental Actions as set forth herein and in the Settlement Agreement, and generally perform any and all acts necessary to accomplish the purposes of the West Chicago Trust. The powers of the West Chicago Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise, sell, assign, transfer, lease, convey and protect the West Chicago Trust Assets, withdraw, make distributions and pay taxes and other obligations owed by the West Chicago Trust or the West Chicago Trust Accounts from funds held by the West Chicago Trustee/Licensee and/or the West Chicago Trust (or the West Chicago Trust Accounts) and perform Environmental Actions in accordance with the Settlement Agreement and this Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the West Chicago Trust; (ii) to engage employees and professional Persons to assist the West Chicago Trust and/or the West Chicago Trustee/Licensee with respect to the responsibilities described herein; (iii) to make distributions of the West Chicago Trust Assets from the West Chicago Trust Accounts for the purposes contemplated in this Agreement and the Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including, without limitation, to exercise such other powers as may be vested in or assumed by the West Chicago Trust and/or the West Chicago Trustee/Licensee pursuant to this Agreement, the Settlement Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement and the Settlement Agreement. No Person dealing with the West Chicago Trust shall be obligated to inquire into the authority of the West Chicago Trustee/Licensee in connection with its performance hereunder or the protection, conservation or disposition of West Chicago Trust Assets. The West Chicago Trustee/Licensee is authorized to execute and deliver all documents on behalf of the West Chicago Trust to accomplish the purposes of this Agreement and the Settlement Agreement.

4.4 Other Professionals

After consultation with the United States and the State of Illinois, the West Chicago Trust is authorized to retain on behalf of the West Chicago Trust and pay such third parties as the West Chicago Trustee/Licensee (in accordance with a budget approved pursuant to Section 3.2 above) may deem necessary or appropriate to assist the West Chicago Trustee/Licensee in carrying out its powers and duties under this Agreement and the Settlement Agreement, including, without limitation, (i) counsel to the West Chicago Trust and/or West Chicago Trustee/Licensee, (ii) a public accounting firm to perform such reviews and/or audits of the financial books and records of the West Chicago Trust as may be appropriate in the West Chicago Trustee/Licensee's reasonable discretion and to prepare and file any tax returns or informational returns for the West Chicago Trust or the West Chicago Trust Accounts as may be required, and (iii) environmental consultants, custodians, security personnel, engineers, surveyors, brokers, contractors, administrative assistants and clerks. The West Chicago Trustee/Licensee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.2.

4.5 Limitation of the West Chicago Trustee/Licensee's Authority

The West Chicago Trust and the West Chicago Trustee/Licensee shall not and are not authorized to engage in any trade or business with respect to the West Chicago Trust Assets or any proceeds therefrom except as and to the extent the same is deemed in good faith by the West Chicago Trustee/Licensee to be reasonably necessary or proper for the conservation or protection of the West Chicago Trust Assets, or the fulfillment of the purposes of the West Chicago Trust. The West Chicago Trust and the West Chicago Trustee/Licensee shall not take any actions that would cause the West Chicago Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6 Reliance by the West Chicago Trust Parties

Except as may otherwise be provided herein: (a) the West Chicago Trust Parties may rely on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by any of them to be genuine and to have been authorized, signed or presented by the proper party or parties; (b) the West Chicago Trust Parties may consult with legal counsel, financial, tax, accounting or other advisors and professionals as they deem appropriate and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons and entities dealing with the West Chicago Trust Parties shall look only to the West Chicago Trust Assets that may be available to them consistent with this Agreement and the Settlement Agreement to satisfy any liability incurred by the West Chicago Trust Parties to such person in carrying out the terms of this Agreement, the Settlement Agreement or any order of the Court, and the West Chicago Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Section 4.9.1. For the avoidance of doubt, and without limiting the generality of the foregoing, the West Chicago Trustee/Licensee shall have no obligation to perform work required by the REF License obtained pursuant to this Settlement Agreement and the West Chicago Trust Agreement if the cost of such work exceeds the value of the West Chicago Trust Environmental Cost Account for the REF.

4.7 Compensation of the West Chicago Trustee/Licensee

The West Chicago Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the West Chicago Trustee/Licensee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the West Chicago Trustee/Licensee in connection with the West Chicago Trustee/Licensee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the West Chicago Trust), postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with an annual budget (including a contracting plan if requested by the Lead Agency) or fee schedule approved by the Beneficiaries. The West Chicago Trustee/Licensee, and employees of the West Chicago Trust and the West Chicago Trustee/Licensee, who perform services for the West Chicago Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the West Chicago Trust in accordance with an annual budget or fee schedule approved by the Beneficiaries pursuant to Section 3.2. The West Chicago Trustee/Licensee will calculate the annual budget or fee schedule using the following "cost plus fixed fee" formula:

- a) Direct costs, such as raw hourly labor rates or external costs (including without limitation equipment and material purchases and subcontractor services), plus;
- b) Indirect costs, such as breakeven overhead, fringe benefits, and general and administrative costs equal to the West Chicago Trustee/Licensee's most recent federal cognizant audit agency rate (currently, the Defense Contract Audit Agency rate), plus;
- c) For each category listed below, a fee equal to the corresponding percentage calculated on the sum of (a) and (b) immediately above:
 - i. 3% for the West Chicago Trustee/Licensee's employees dedicated to any of the West Chicago Trust Sites.
 - ii. 7% for other labor and external costs, except for the costs set forth in (iii) through (vi) below.
 - iii. 3% for contractor costs related to the performance of Environmental Actions at Kress Creek.
 - iv. 3% for 11(e)2 byproduct transportation and disposal costs.
 - v. 0% for counsel to the West Chicago Trust and/or the West Chicago Trustee/Licensee and for any public accounting firm retained by the West Chicago Trust pursuant to Section 4.4 of this Agreement.
 - vi. 0% for Beneficiary oversight costs.

In addition, the West Chicago Trustee/Licensee and the relevant Lead Agency may agree to a written incentive program for the performance of Environmental Actions at a West Chicago

Trust Site. If the proposed incentive for a West Chicago Trust Site has the potential to adversely affect funding at another West Chicago Trust Site, then the Lead Agency of that site must also agree in writing to the incentive program.

The West Chicago Administrative Account, which shall be funded as described in Section 2.4.5, unless otherwise agreed to by the United States and the State of Illinois, shall be subject to the claims of the West Chicago Trustee/Licensee, and the West Chicago Trustee/Licensee shall be entitled to reimburse itself out of any available cash in the West Chicago Trust Administrative Account, and the West Chicago Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the West Chicago Trustee/Licensee shall be paid from the West Chicago Trust Assets.

4.8 Liability of West Chicago Trust Parties

- 4.8.1 In no event shall any of the West Chicago Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Settlers or any other West Chicago Trust Party. The West Chicago Trust Parties shall, further, be indemnified and exculpated in accordance with Section 4.9 of this Agreement.
- 4.8.2 As provided in Sections XVI, XVII, XVIII of the Settlement Agreement, the West Chicago Trust Parties are deemed to have resolved their civil liability under CERCLA and State Environmental Laws to the United States and the States, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2) or similar state law for matters addressed in the Settlement Agreement. The West Chicago Trust Parties shall have the benefits of the covenants not to sue as set forth in Section XVI of the Settlement Agreement, of contribution protection as set forth in Section XVIII of the Settlement Agreement and of the provisions as set forth in Section XVII of the Settlement Agreement.

No provision of this Agreement or the Settlement Agreement shall require the West Chicago Trustee/Licensee to expend or risk its own personal funds or otherwise incur any personal financial liability based on the ownership of the West Chicago Trust Assets or the performance or non-performance of any of its duties or the exercise of any of its authorities as West Chicago Trustee/Licensee hereunder. Notwithstanding the foregoing, the West Chicago Trustee/Licensee shall satisfy from its own funds any liability imposed by a final order of the Court, not reversed on appeal, that determines that it committed acts that were grossly negligent, and/or committed fraud or willful misconduct in relation to the performance or non-performance of any of its duties or the exercise of any of its authorities as West Chicago Trustee/Licensee hereunder.

4.9 Exculpation and Indemnification

- 4.9.1 Exculpation. None of the West Chicago Trust Parties shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed acts that were grossly negligent, and/or committed fraud or willful misconduct after the Effective Date in relation to the West Chicago Trustee/Licensee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute gross negligence, or an act of fraud or willful misconduct. For the avoidance of doubt, the term "approval of the Court" in this Section 4.9.1 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement. Any judgment against a West Chicago Trust Party and any costs of defense relating to any West Chicago Trust Party shall be paid from the West Chicago Trust Environmental Cost Account or West Chicago Trust Work Account for the relevant site or the West Chicago Trust Administrative Account without the West Chicago Trust Party having to first pay from its own funds for any personal liability or costs of defense, unless a final order of the Court, that is not reversed on appeal, determines that it committed acts that were grossly negligent, and/or committed fraud or willful misconduct in relation to the West Chicago Trust Party's duties. However, any payment shall be limited to funds in the West Chicago Trust Environmental Cost Account or West Chicago Trust Work Account for the relevant West Chicago Trust Site or the West Chicago Trust Administrative Account.
- 4.9.2 The West Chicago Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of West Chicago Trust Assets and the discharge of the powers and duties conferred upon the West Chicago Trust and/or West Chicago Trustee/Licensee by this Agreement or the Settlement Agreement or any order of court entered pursuant to or in furtherance of this Agreement or the Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any West Chicago Trust Party for any claim against Settlers, for making payments in accordance with this Agreement, the Settlement Agreement or any order of court, or for implementing the provisions of this Agreement, the Settlement Agreement or any order of court. Nothing in this Section, this Agreement or the Settlement Agreement shall preclude the United States, the State of Illinois, or the Local Communities from enforcing the terms of this Agreement or the Settlement Agreement against the West Chicago Trustee/Licensee.

4.9.3 Indemnification. The West Chicago Trust shall indemnify, defend and hold harmless (without the West Chicago Trust Parties having to first pay from their personal funds) the West Chicago Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including, without limitation, attorneys' fees) and any other assertion of liability arising out of the ownership of West Chicago Trust Assets or action, inaction or otherwise in connection with, the ownership of the West Chicago Trust Assets or performance as the West Chicago Trustee/Licensee, to the fullest extent permitted by applicable law, provided that such indemnification shall be limited to funds in the West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts for the West Chicago Trust Sites or the West Chicago Trust Administrative Account. Without limiting the foregoing, any such judgment against a West Chicago Trust Party and any such costs of defense relating to any West Chicago Trust Party shall be paid by the West Chicago Trust consistent with the terms and conditions of this Section. Notwithstanding the foregoing, to the extent fraud or willful misconduct of any West Chicago Trust Party is alleged and the Court finds, by a final order, not reversed on appeal, that such West Chicago Trust Party committed fraud or willful misconduct after the Effective Date in relation to the West Chicago Trust Party's duties, there shall be no indemnification of that West Chicago Trust Party for any judgments arising from such fraud or willful misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct or fraud. For the avoidance of doubt, the term "Court approval" in this Section 4.9.3 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement.

4.10 Termination and Removal of the West Chicago Trustee/Licensee.

4.10.1 Termination

The duties, responsibilities and powers of the West Chicago Trustee/Licensee will terminate on the date the West Chicago Trust is dissolved under applicable law in accordance with the Settlement Agreement, or by an order of the Court; provided that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination, dissolution and entry. The West Chicago Trustee/Licensee may resign from its trusteeship generally and without cause by giving not less than 120 days prior written notice thereof to the Bankruptcy Court, the United States, the State of Illinois and the Local Communities; provided however, that in the event a suitable replacement is not found and approved by the United

States, the State of Illinois and the Local Communities within 120 days after such written notice is provided, the West Chicago Trustee/Licensee's resignation shall not become effective and the West Chicago Trustee/Licensee shall continue to function in its capacity as Trustee/Licensee until a suitable replacement is found and approved by the United States, the State of Illinois, and the Local Communities. Such termination shall be without prejudice to the terminated West Chicago Trustee/Licensee's rights to compensation and to be reimbursed under Section 4.7 and Article III hereunder

4.10.2 Removal

The West Chicago Trustee/Licensee may be removed or the West Chicago Trust Assets may be transferred to the United States or the State of Illinois by:

- (1) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that the West Chicago Trustee/Licensee committed fraud or willful misconduct after the Effective Date in relation to the West Chicago Trustee/Licensee's duties under the West Chicago Trust; or
- (2) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the West Chicago Trustee/Licensee in any material respect, as a result of negligence, exacerbates or aggravates hazardous conditions at any of the West Chicago Trust Sites, (ii) is seriously or repeatedly deficient or late in performance of the work; or (iii) has violated the provisions of this Agreement or any amendments thereto which continues for 30 days after receipt by the West Chicago Trustee/Licensee of written notice specifying the violation. In the event of the occurrence of 2(i) or 2(ii), the United States and the State of Illinois may jointly direct that (i) the West Chicago Trustee/Licensee be replaced in accordance with this Section or (ii) all remaining funds and future recoveries in the West Chicago Trust be paid to the United States or to the State of Illinois to be used in accordance with the terms of this Agreement or the Settlement Agreement. In the event the funds are so paid, so long as title to the West Chicago Owned Sites remains in the name of the West Chicago Trust or West Chicago Trustee/Licensee, funds deemed reasonably sufficient by the applicable Beneficiaries to cover property taxes and other property management costs to be paid by the West Chicago Trust for the West Chicago Owned Sites shall be left in the West Chicago Trust Administrative Account.

- (3) The provisions of this Section and Section 4.6, 4.8 and 4.9 above shall survive the removal of the West Chicago Trustee/Licensee or transfer of funds. Such removal shall be without prejudice to the removed West Chicago Trustee/Licensee's rights to compensation and to be reimbursed under Section 4.7 and Article III hereunder.

4.10.3 In the event the West Chicago Trustee/Licensee resigns, is terminated or removed, the West Chicago Trustee/Licensee shall take all necessary actions for an IEMA-approved transfer of the REF License to the successor West Chicago Trustee/Licensee. The West Chicago Trustee/Licensee retains all responsibilities and obligations under the REF License until the REF License is transferred or a termination amendment is issued by IEMA.

4.11 Appointment of Successor West Chicago Trustee/Licensee

Any successor West Chicago Trustee/Licensee shall be proposed by the United States and the State of Illinois and appointed by the Court. Any successor West Chicago Trustee/Licensee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the West Chicago Trust records. Thereupon, such successor West Chicago Trustee/Licensee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the West Chicago Trust with like effect as if originally named herein; provided, however, that a removed or resigning West Chicago Trustee/Licensee shall, nevertheless, when requested in writing by the successor West Chicago Trustee/Licensee, execute and deliver an instrument or instruments conveying and transferring to such successor West Chicago Trustee/Licensee under the West Chicago Trust all the estates, properties, rights, powers, and trusts of such predecessor West Chicago Trustee/Licensee. Any successor West Chicago Trustee/Licensee shall obtain the necessary REF License from IEMA as referenced in Section 4.10.3 above.

4.12 No Bond

Notwithstanding any state law to the contrary, the West Chicago Trustee/Licensee, including, without limitation, any successor to the West Chicago Trustee/Licensee, shall be exempt from giving any bond or other security in any jurisdiction.

4.13 Records

The Settlers shall furnish the West Chicago Trustee/Licensee with (a) within 30 days after the Effective Date, and provided the West Chicago Trustee/Licensee has entered into a confidentiality agreement, a list of archived records that are stored in boxes in off-site storage and (b) electronic files and hard copies of all Environmental Information concerning the West Chicago Trust Assets in accordance with the requirements of the Settlement Agreement.

4.14 Confidential Business Information

4.14.1 The West Chicago Trustee/Licensee may assert business confidentiality claims (trade secrets and commercial or financial information) covering

part or all of the documents or information submitted to Beneficiaries under this Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), 40 C.F.R. § 2.203(b), and Section 7(1) of the Freedom of Information Act, 5 ILCS/140/7(1) (2010). Documents or information determined to be confidential by US EPA and/or the State of Illinois will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B, or 5 ILCS 140/7(1). If no claim of confidentiality accompanies documents or information when they are submitted to US EPA and the State of Illinois, or if more than 30 days after US EPA has notified the West Chicago Trustee/Licensee that the documents or information is not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, or if the State of Illinois has notified the West Chicago Trustee/Licensee before public access is granted that the documents or information is not confidential under the standards of 5 ILCS 140/7(1), the public may be given access to such documents or information without further notice to the West Chicago Trustee/Licensee.

- 4.14.2 The West Chicago Trustee/Licensee may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or state law. If the West Chicago Trustee/Licensee asserts such a privilege in lieu of providing documents, the West Chicago Trustee/Licensee shall provide the Beneficiaries with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by the West Chicago Trustee/Licensee. However, no documents, reports or other information created or generated pursuant to the requirements of the Settlement Agreement or this Agreement, or generated pursuant to consent decrees, administrative orders, or the REF License shall be withheld on the grounds that they are privileged. Furthermore, no claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Kerr-McGee West Chicago NPL Sites or the REF.
- 4.14.3 Any confidential business information furnished by the West Chicago Trustee/Licensee that is identified as "confidential" (subject to Section 4.14) will be maintained by each recipient as Weston Solutions, Inc.'s confidential business information, and will not be used for any purpose other than the performance of obligations hereunder.

ARTICLE V
BENEFICIARIES

5.1 Beneficiaries

Beneficial interests in the West Chicago Trust shall be held by each of the Beneficiaries.

5.2 Identification of Beneficiaries and Local Communities

5.2.1 In order to determine the actual names and addresses of the authorized representatives of a Beneficiary or the Local Communities, the West Chicago Trust and the West Chicago Trustee/Licensee shall be entitled to rely conclusively on the name and address of the authorized representative listed below in Section 5.2.2, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the West Chicago Trustee/Licensee in the future by such authorized representative.

5.2.2 Any Party shall send all notices and copies of all reports, budgets, annual balance statements, requests for approval, and other documents that it is required to submit to any other Party under the Settlement Agreement or this Agreement, and related implementation documents including any administrative orders or consent decrees to the following person(s), as applicable:

As to the United States of America (on behalf of the US EPA) as Beneficiary:

Authorized representative and party under Section 5.2.2 to receive all documents:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Telephone: (202) 514-5271
Facsimile: (202) 514-4180
File Ref. No. 90-11-3-09688

Robert William Yalen
Assistant United States Attorney
Office of the United States Attorney
for the Southern District of New York
86 Chambers Street, Third Floor
New York, NY 10007
Telephone: (212) 637-2722
Facsimile: (212) 637-2686
E-mail: robert.yalen@usdoj.gov

Timothy Fischer
Remedial Project Manager
U.S. EPA Region 5
Mail Code SR-6J
77 W. Jackson Blvd.
Chicago, Illinois 60604
Telephone: (312) 886-5787
Facsimile: (312) 692-2512
E-mail: fischer.timothy@epa.gov

Mary L. Fulghum
Associate Regional Counsel
Mail Code C-14J
U.S. EPA Region 5
77 W. Jackson Blvd.
Chicago, IL 60604
Telephone: (312) 886-4683
Facsimile: (312) 692-2469
E-mail: fulghum.mary@epa.gov

David P. Seely
Remedial Project Manager
U.S. EPA Region 5
Mail Code SR-6J
77 W. Jackson Blvd.
Chicago, Illinois 60604
Telephone: (312) 886-7058
Facsimile: (312) 697-2048
E-mail: seely.david@epa.gov

As to the State of Illinois (on behalf of the IEPA and IEMA) as Beneficiary:

Authorized representatives and party under Section 5.2.2 to receive all documents:

For the Illinois Attorney General's Office

Chief, Environmental Bureau (or designee)
Office of the Illinois Attorney General
69 West Washington Street, 18th Floor
Chicago, Illinois 60602
Telephone: (312) 814-2550
Facsimile: (312) 814-2347

Contact person:
Elizabeth Wallace, Supervisory Attorney
Telephone: (312) 814-5396
E-mail: ewallace@atg.state.il.us

For the Illinois Environmental Protection Agency

Chief, Bureau of Land
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
Telephone: (217) 782-3397

Contact person:
Chuck Grigalauski, Regional Manager
Telephone: (847) 294-4059
E-mail: Chuck.Grigalauski@illinois.gov

For the Illinois Emergency Management Agency

Chief, Bureau of Environmental Safety
Illinois Emergency Management Agency
1035 Outer Park Drive
Springfield, IL 62704
Telephone: (217) 785-9954
Facsimile: (217) 524-6417

Contact person:
Gary McCandless, Bureau Chief
Direct Line: (217) 782-1329
E-mail: Gary.McCandless@illinois.gov

As to the Local Communities:

Authorized representative and party under Section 5.2.2 to receive all documents:

Barbara Magel
Barnes & Thornburg LLP
Suite 4400
One North Wacker Drive
Chicago, IL 60606
Telephone: (312) 214-4585
Facsimile: (312) 759-5646
E-mail: Barbara.Magel@btlaw.com

John Wills
Wills Burke Kelsey Engineering
116 West Main Street, Suite 201
St. Charles, IL 60174
Telephone: (630) 443-7755
Facsimile: (630) 443-0533

As to the West Chicago Trustee/Licensee:

Authorized representatives and party under Section 5.2.2 to receive all documents:

Scott M. Levin
Howard & Howard Attorneys PLLC
200 S. Michigan Avenue, Suite 1100
Chicago, IL 60604
Telephone: (312) 456-3418
Facsimile: (312) 939-5617
Electronic mail: slevin@howardandhoward.com

Kurt S. Stimpson
Vice President
Weston Solutions, Inc.
750 Bunker Court, Suite 500
Vernon Hills, IL 60060
Telephone: (847) 918-4050
Facsimile: (847) 918-4055
E-mail: kurt.stimpson@westonsolutions.com

Mark Krippel
Program Manager
West Chicago Environmental Response Trust
800 Weyrauch Street
West Chicago, IL 60185
Telephone: (847) 393-6626
Facsimile: (630) 231-3990
E-mail: mark.krippel@westonsolutions.com

5.3 Non-Beneficiaries

Upon the Effective Date of this Agreement, the Settlers and Reorganized Tronox shall have no interests including, without limitation, any reversionary interest, in the West Chicago Trust or any West Chicago Trust Assets. The State of Illinois and the United States shall be the sole beneficiaries of the West Chicago Trust Accounts. Neither Settlers nor Reorganized Tronox shall have any rights or interest to the West Chicago Trust Assets distributed to the West Chicago Trust Accounts, nor to any funds remaining in any of the West Chicago Trust Accounts upon the completion of any and all final actions and disbursements for any and all final costs with respect to the West Chicago Trust Sites.

5.4 Transfer of Beneficial Interests

The interest of the Beneficiaries in the West Chicago Trust, which are reflected only on the records of the West Chicago Trust maintained by the West Chicago Trust, are not negotiable and may be transferred, subject to the last sentence hereof, only after written notice to the West Chicago Trust, by order of the Court or by operation of law. The West Chicago Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the West Chicago Trust, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the beneficial interest in the West Chicago Trust. Until a transfer is in fact recorded on the books and records maintained by the West Chicago Trust for the purpose of identifying Beneficiaries, the West Chicago Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Beneficiaries, as though it has no notice of any such transfer, and in so doing the West Chicago Trust and West Chicago Trustee/Licensee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the West Chicago Trust may not be transferred to the Settlers, Reorganized Tronox, or any Persons related to any of the preceding (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI REPORTING AND TAXES

6.1 Reports

As soon as practicable after the end of each calendar quarter beginning with the quarter ended after assets are first received by the West Chicago Trust and ending as soon as practicable upon termination of the West Chicago Trust, the West Chicago Trust shall submit to the Beneficiaries a written report, including: (a) financial statements of the West Chicago Trust at the end of such calendar quarter or period and the receipts and disbursements of the West Chicago Trust for such period; and (b) a description of any action taken by the West Chicago Trust in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the West Chicago Trust and of which notice has not previously been given to the Beneficiaries. The West Chicago Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the West Chicago Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries) hereunder. The West Chicago Trust shall also provide the reports or information required by Section 3.2 of this Agreement.

6.2 Other

The West Chicago Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the West Chicago Trust, that are required by any applicable governmental unit.

6.3 Reports in Support of Insurance Claims

The West Chicago Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the United States and the States and shall provide the United States and the States a copy of any such reports and cost analyses.

6.4 Taxes

The West Chicago Trustee/Licensee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the West Chicago Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the West Chicago Trustee/Licensee shall file tax returns and pay applicable taxes imposed on the West Chicago Trust with respect to the taxable income of the West Chicago Trust in a manner consistent with the provisions of the QSF Regulations. All such taxes for which the West Chicago Trust is liable shall be paid from the West Chicago Trust Assets. The West Chicago Trust shall in no event be deemed liable for taxes on income taxable to one or more Settlers under the income tax rules applicable to grantor trusts. If they are eligible to do so, the Settlers may make an election to treat the West Chicago Trust as a grantor trust pursuant to Treasury Regulation Section 1.468B-1(k)(1). To the extent the Settlers make such an election, (a) the West Chicago Trustee/Licensee will reasonably cooperate with the Settlers as requested to facilitate the Settlers’ making such election, (b) the West Chicago Trustee/Licensee will file any returns or reports required by the QSF Regulations or Treasury Regulation Section 1.671-4, and (c) the West Chicago Trustee/Licensee will provide the Settlers, as transferors to the West Chicago Trust, with any statements or reports required by the QSF Regulations or Treasury Regulation Section 1.671-4 in order to enable the Settlers to calculate their share of the West Chicago Trust’s tax obligations and attributes, assuming, in each case, that the Settlers furnish the West Chicago Trustee/Licensee all necessary paperwork, information, and records with ample time to enable the tax preparer for the West Chicago Trust to prepare the Form 1041 for the West Chicago Trust and for the West Chicago Trustee/Licensee to file it on a timely basis. Without limiting the generality of the foregoing, the Settlers will promptly furnish to the West Chicago Trustee/Licensee all paperwork, information, and records reasonably requested by the West Chicago Trustee/Licensee that is necessary to enable it to determine the income, gains and losses, deductions, credits and other tax items of the West Chicago Trust to be reported in the Form 1041 grantor trust return each year for which a grantor trust information return is filed, including, where needed, information as to the Settlers’ cost basis, holding period, and depreciation, amortization, and credits allowable for tax years prior to the first tax year of the West Chicago Trust with respect to each West Chicago Trust Asset transferred by Settlers to the West Chicago Trust. The West Chicago Trustee/Licensee and its preparer shall be entitled to rely on the information provided by the Settlers. The West Chicago Trustee/Licensee shall be entitled to report and file all such grantor trust returns in accordance with the advice and direction given by its tax preparer. For the avoidance of doubt, any grantor trust election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under the Settlement Agreement or this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the West Chicago Trust, the United States, the State of Illinois and the Local Communities; provided, however, that no change shall be made to this Agreement that would alter the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the West Chicago Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the affected West Chicago Trustee/Licensee, the rights of the West Chicago Trustee/Licensee. Technical amendments to this Agreement may be made as necessary, to clarify this Agreement or enable the West Chicago Trustee/Licensee to effectuate the terms of this Agreement, in a manner consistent with the Settlement Agreement with the mutual consent of the West Chicago Trust, the United States, and the State of Illinois.

7.2 Tax Treatment

The West Chicago Trust created by this Agreement is intended to be treated as a qualified settlement fund eligible to elect grantor trust classification pursuant to the QSF Regulations for federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent.

7.3 Cooperation

The West Chicago Trustee/Licensee, on behalf of the West Chicago Trust, and the Settlers shall take such actions and execute such documents as are reasonably requested by the other with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Agreement or the Settlement Agreement. To the extent that the Settlers request the West Chicago Trust and/or the West Chicago Trustee/Licensee to take such an action, the West Chicago Trust and West Chicago Trustee/Licensee shall do so at the sole expense of the Settlers.

7.4 Situs of the West Chicago Trust

The situs of the West Chicago Trust herein established is the State of Illinois, and, except to the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this West Chicago Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without giving effect to the principles of conflict of law thereof.

7.5 Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be transmitted electronically and shall be deemed to have been sufficiently given, for all purposes, upon an affirmative response or confirmation from the recipient of the electronic message. Upon the request by a Beneficiary or the West Chicago Trustee/Licensee, any reports or other specified documents also shall be transmitted by hard copy and shall be deemed to have been sufficiently given, for all purposes, five days after being deposited if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice, report or other document is intended. In all cases, the notice, report or other document shall be sent to the name and address of the authorized representative set forth in Section 5.2 of this Agreement or such other Person or address that a Party provides in writing to each other Party.

7.7 Retention of Records

Notwithstanding Paragraph 163(d) of the Settlement Agreement, at any time after 365 days following the Effective Date, the West Chicago Trustee/Licensee may elect to relinquish control and/or destroy any Environmental Information, Real Property Information or other records relating to the West Chicago Owned and Non-Owned Sites. Prior to relinquishing control and/or destroying any Environmental Information, Real Property Information or other records relating to the West Chicago Owned and Non-Owned Sites, the West Chicago Trustee/Licensee shall obtain approval of the State of Illinois and the United States. Additionally, the West Chicago Trustee/Licensee shall retain documents related to the REF License in accordance with the REF License.

7.8 Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.9 Actions Taken on Other Than Business Day

If any payment or act under the Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this agreement, a business day shall be any of the days Monday through Friday excluding national holidays.

7.10 Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement

Agreement shall prevail, with the exception of Sections 1.1.60, 1.1.64, and 2.6.1, and Article IV in its entirety, in which case this Agreement controls.

7.11 Compliance with Laws

Any and all distributions of West Chicago Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.12 Preservation of Privilege

In connection with the rights, claims, and causes of action that constitute the West Chicago Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the West Chicago Trust shall vest in the West Chicago Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.13 No Recourse to Beneficiaries.

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the West Chicago Trust, and in no event shall the West Chicago Trust or the West Chicago Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.

7.14 Uniform Custodial Trust Act.


The West Chicago Trust Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

(signature pages follow)

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT


FOR THE UNITED STATES OF AMERICA

Date: 2/9/11



ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 2/11/11

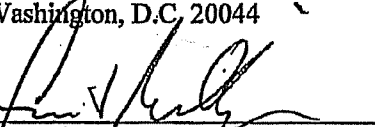
PREET BHARARA
United States Attorney for the
Southern District of New York

By: 
ROBERT WILLIAM YALEN
TOMOKO ONOZAWA
JOSEPH A. PANTOJA
Assistant United States Attorneys
86 Chambers Street
New York, New York 10007
Tel: (212) 637-2722
Fax: (212) 637-2686

Date: 2/10/11


ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 2/16/11


FREDERICK PHILLIPS, Attorney
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 1/14/11

By: Cynthia Giles
CYNTHIA GILES
Assistant Administrator for Enforcement
and Compliance Assurance
U.S. Environmental Protection Agency

Date: 1/14/11

By: Craig Kaufman
CRAIG KAUFMAN
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460

In re: Tronox, Inc., et al., Case No. 09-10156 (ALG)

FOR TRONOX LUXEMBOURG S.ar.L

Date: _____

By: _____

Michael J. Foster
Attorney-in-Fact

FOR TRONOX INCORPORATED

Date: _____

By: _____

Michael J. Foster
Vice President, General Counsel & Secretary

FOR CIMARRON CORPORATION

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR SOUTHWESTERN REFINING COMPANY, INC.

Date: _____

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRANSWORLD DRILLING COMPANY

Date: _____

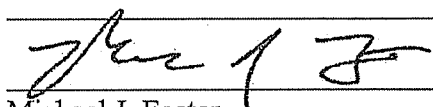
By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIANGLE REFINERIES, INC.

Date: _____

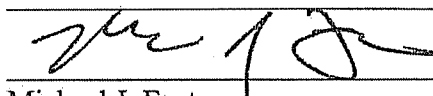
By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S, INC.

Date: _____

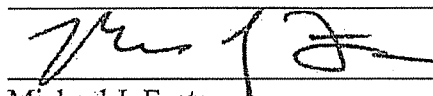
By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION

Date: _____

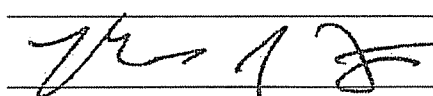
By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S MINERALS RESOURCES CORPORATION

Date: _____

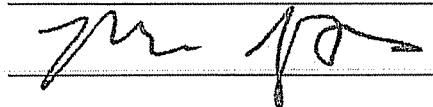
By: _____


Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S REFINING CORPORATION

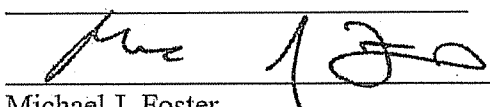
Date: _____

By: _____


Michael J. Foster
Director, Vice President & Secretary

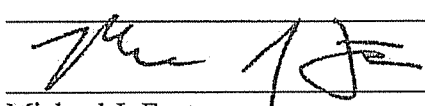
FOR TRONOX LLC

Date: _____

By: 
Michael J. Foster
Manager, Vice President & Secretary

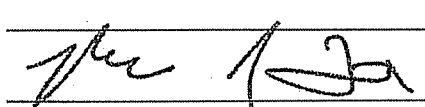
FOR TRONOX FINANCE CORP.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

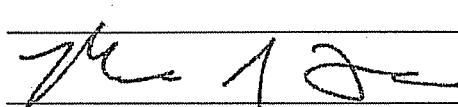
FOR TRONOX HOLDINGS, INC.

Date: _____

By: 
Michael J. Foster
Director
Vice President & Secretary

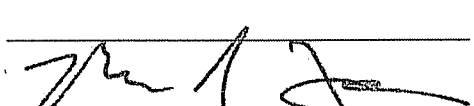
FOR TRONOX PIGMENTS (SAVANNAH) INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX WORLDWIDE LLC

Date: _____

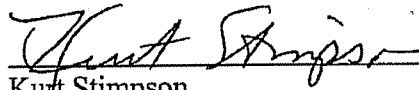
By: 
Michael J. Foster
Manager, Vice President & Secretary

FOR THE WEST CHICAGO TRUSTEE

WESTON SOLUTIONS, INC.,
NOT INDIVIDUALLY BUT SOLELY
IN ITS REPRESENTATIVE CAPACITY AS
TRUSTEE OF THE WEST CHICAGO
ENVIRONMENTAL RESPONSE TRUST

Date: 8 FEB 11

By:

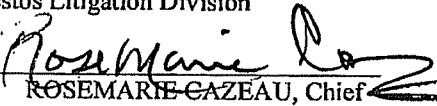


Kurt Stimpson
Senior Vice President

FOR THE STATE OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS
ex rel. LISA MADIGAN
Attorney General of the State of Illinois

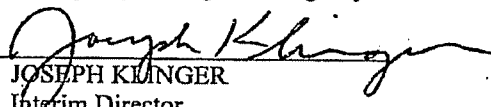
MATTHEW J. DUNN, Chief
Environmental Enforcement
Asbestos Litigation Division

BY: 
ROSEMARIE CAZEAU, Chief
Assistant Attorney General
Environmental Bureau North

DATE: 2/8/11

ILLINOIS EMERGENCY MANAGEMENT AGENCY

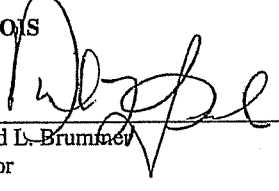
JOSEPH KLINGER, Interim Director
Illinois Emergency Management Agency

BY: 
JOSEPH KLINGER
Interim Director

DATE: 2/7/2011

FOR THE CITY OF WARRENVILLE, ILLINOIS

Date: 2/4/2011



David L. Brummett
Mayor

FOR THE CITY OF WEST CHICAGO, ILLINOIS

Date:

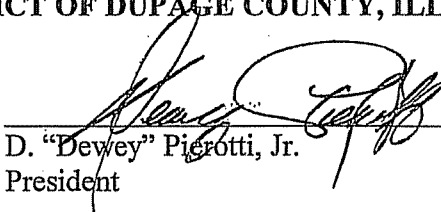
1/31/11



Michael B. Kwasman
Mayor

FOR THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS

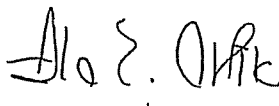
Date: 2/1/2011



D. "Dewey" Pierotti, Jr.
President

ATTEST:

Date: 2/1/2011



Flo E. Orlik
Executive Assistant

FOR THE COUNTY OF DUPAGE, ILLINOIS

Date:

2/8/11



Dan Cronin
Chairman

EXHIBIT "A"
West Chicago Owned Sites

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-002	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
2	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-003	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
3	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-004	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
4	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-005	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
5	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-006	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
6	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-007	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities

7	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-432-012	RARE EARTHS FACILITY - Factory & Weyrauch St	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
8	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-433-001	RARE EARTHS FACILITY - 800 Weyrauch Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
9	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-16-202-001	RARE EARTHS FACILITY	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
10	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-04-402-002	553 YALE STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
11	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-415-009	323 WEST BLAIR STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
12	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-416-015	318 W. BLAIR STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
13	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-432-001	250 W. BROWN STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities

14	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-439-015	740 JOLIET ST	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
15	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-007	826 JOLIET & 826 1/2 JOLIET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
16	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-007	826 1/2 JOLIET & 826 JOLIET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
17	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-16-405-006	479 MELOLANE	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
18	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-16-406-004	65 JOY ROAD	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
19	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-439-013	700 BLK OF JOLIET STREET & HAZEL ST.	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
20	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-439-014	736 JOLIET STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities

21	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-001	LESTER & WEYRAUCH - LOT 8	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
22	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-002	LESTER STREET - LOT 7	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities

EXHIBIT "B"

List of Transferred Contracts and Leases and Access Agreements

NO.	SETTLOR	COUNTERPARTY	Date	DESCRIPTION OF CONTRACT	CURE AMOUNT	ASSIGNED TO
1	Tronox LLC	Arcadis U.S., Inc.	1/1/2007	Agreement for Construction or Field Services Class II #701358, including all annexes, statements of work, work orders, scheduled and other ordering documents issued under or in connection therewith dated after the Petition Date.	\$0.00	The West Chicago Environmental Response Trust
2	Tronox LLC	Arcadis U.S., Inc.	8/28/2003	Master Work Agreement Formerly Arcadis of New York, formerly BBL Engineering (Engineering Service Agreement C-1436 Feb. 8, 2002) aka Blasland Engineering Services aka Blasland, Bouck, and Lee, Inc. agreements with Kerr-McGee Chemical Corp LLC	\$0.00	The West Chicago Environmental Response Trust
3	Tronox LLC	Edward & Tamara Michnick	7/1/2010	Lease Agreement for IL, W. Chicago, 740 Joliet St.	\$0.00	The West Chicago Environmental Response Trust
4	Tronox LLC	Elgin, Joliet, and Eastern Railway	9/1/1994	Lease Agreement for W. Chicago	\$0.00	The West Chicago

						Environmental Response Trust
5	Tronox LLC	Elgin, Joliet, and Eastern Railway	9/1/2008	Doc #494014-K - Lease Renewal Endorsement	\$0.00	The West Chicago Environmental Response Trust
6	Tronox LLC	City of West Chicago	2/24/1997	Amended and Restated Annexation Agreement, Kerr-McGee Rare Earths Facility , made and entered into on February 24, 1997, between the City of West Chicago and Kerr-McGee Chemical Corporation. (15.1.5.87, p. 5; 15.1.5.90 p. 3; 15.1.5.91 p. 3)	\$567.79	The West Chicago Environmental Response Trust
7	Tronox LLC	City of West Chicago	2/24/1997	Phase 2 Final Agreement between Kerr-McGee Chemical Corporation and the City of West Chicago, Illinois, entered into on February 24, 2007 (15.1.5.87, p. 43; 15.1.5.88, p. 7; 15.1.5.89 p.49; 15.1.5.91 p 37)	\$0.00	The West Chicago Environmental Response Trust
8	Tronox LLC	City of West Chicago	2/24/1997	First Amendment to the Phase 2 Final Agreement between Kerr-McGee Chemical Corporation and the	\$0.00	The West Chicago Environmental Response Trust

				City of West Chicago, Illinois, dated October 7, 1997 (15.1.5.89, p. 14)		
9	Tronox LLC	City of West Chicago	2/24/1997	Interim Lease Agreement between Kerr-McGee Chemical Corporation and the City of West Chicago	\$0.00	The West Chicago Environmental Response Trust
10	Tronox LLC	County of Dupage, Forest Preserve District of DuPage County, City of West Chicago, City of Warrenville, and the West Chicago Park District)	4/1/2005	Local Communities/Kerr-McGee Agreement for Clean Up and Restoration of the Kress Creek Site, dated April 1, 2005 (15.1.5.86)	\$0.00	The West Chicago Environmental Response Trust
11	Tronox LLC	Elgin, Joliet, and Eastern Railway	9/1/1994	Operating, Side Track and Construction Agreement	\$0.00	The West Chicago Environmental Response Trust
12	Tronox LLC	Arcadis U.S., Inc.	2/8/2002	Master Work Agreement Formerly Arcadis of New York, formerly BBL Engineering (Engineering Service Agreement C-1304 Feb. 8, 2002) aka Blasland Engineering Services aka Blasland, Bouck, and Lee, Inc. agreements with Kerr-McGee Chemical Corp LLC, including all annexes, statements of work, work orders, schedules and other	\$0.00	The West Chicago Environmental Response Trust

				ordering documents issued under or in connection therewith dated after the Petition Date.		
13	Tronox LLC	Sean Crumes	7/14/2010	Lease Agreement	\$0.00	The West Chicago Environmental Response Trust
14	Tronox LLC	Arcadis	2/8/2002	Engineering Service Agreement, including all annexes, statements of work, work orders, schedules and other ordering documents issued under or in connection therewith dated after the Petition Date.	\$0.00	The West Chicago Environmental Response Trust